



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, June 18, 2024

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: May 21, 2024

New Business:

1. PW 2024-47 2023 Water Main Replacement Contract B – Balancing Change Order No. 2
2. PW 2024-48 Corneils Road Interceptor Sewer – Balancing Change Order No. 3
3. PW 2024-49 Public Works Equipment and Trucks Purchases
 - a. Purchase of a Trackless MT7 Utility Tractor
 - b. Purchase of a 2024 Ford F-350
4. PW 2024-50 Resolution Approving an Intergovernmental Agreement Between the United City of Yorkville and Yorkville-Bristol Sanitary District
5. PW 2024-51 Lake Michigan South Receiving Station – Design Engineering Agreement
6. PW 2024-52 Lake Michigan North Receiving Station – Design Engineering Agreement

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, June 18, 2024
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. May 21, 2024

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

NEW BUSINESS:

1. PW 2024-47 2023 Water Main Replacement Contract B – Balancing Change Order No. 2

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

2. PW 2024-48 Corneils Road Interceptor Sewer – Balancing Change Order No. 3

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2024-49 Public Works Equipment and Truck Purchases

a. Purchase of a Trackless MT7 Utility Tractor

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

b. Purchase of a 2024 Ford F-350

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2024-50 Resolution Approving an Intergovernmental Agreement Between the United City of Yorkville and Yorkville-Bristol Sanitary District

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2024-51 Lake Michigan South Receiving Station – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2024-52 Lake Michigan North Receiving Station – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – May 21, 2024

Meeting and Date: Public Works Committee – June 18, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, May 21, 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 (via Zoom)	Alderman Matt Marek

Other City Officials

Assistant City Administrator Erin Willrett	Public Works Director Eric Dhuse
Engineer Brad Sanderson, EEI	Alderman Chris Funkhouser (arr. 6:09pm)

Other Guests:

David Petesch, *Kendall County Record* (via Zoom at 6:03pm)

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

Citizen Comments: None

Previous Meeting Minutes: April 16, 2024

The minutes were approved as presented.

New Business:

1. PW 2024-41 2024 Local Road Program – Contract Award

Mr. Sanderson said bids were taken for extra subdivision roadway work approved by City Council and 3 bids were received. Builders Paving was the low bidder at \$3,000,162.08 and they are being recommended for the work, with the committee approving. This will move to the regular agenda.

2. PW 2024-42 2024 Local Road Program – Construction Engineering Agreement

Mr. Dhuse said this agreement pertains to the above contract for the roadwork. The agreement is with EEI at their hourly rate and in the amount of \$239,982. The work is expected to start after July 4th and finish by winter. Staff recommends approval of this agreement and with committee approval, it will move forward to the regular agenda.

3. PW 2024-43 2025 Water Main Replacement – Design Engineering Agreement

This work is for next year to meet the Lake Michigan deadline, said Mr. Dhuse. It is for 7,700 linear feet at a cost of \$318,720 for EEI to do the field work, prepare the plans and bid the project. The funds come from the water main replacement program already approved in the budget. Staff recommends this contract. Chairman Koch requested a running total for all elected officials. It was noted that significant expenditures began last FY. Alderman Soling asked if the city is meeting the 10% water loss. The replacement should be helping with that loss and the city is being aggressive in water main replacement. This moves to the regular agenda.

4. PW 2024-44 Bluestem Water Main Replacement – Design Engineering Agreement

This project is slated for next FY construction and the design will be done this year. A 6-inch water main will be used for a better flow. The contract is for \$56,985 and is budgeted. This will move to the consent agenda.

5. PW 2024-45 Water Rate Study – Professional Services Agreement

This rate analysis is required for the WIFIA loan application, said Mr. Dhuse,. It will demonstrate that the city can repay the money that will be borrowed and the money will come from water rate increases. The contract is for \$88,900 with EEI and will move forward to the consent agenda with staff and committee approval.

6. PW 2024-46 Downtown Riverwalk Options

Engineer Sanderson reported on this item and said several options were prepared for a proposed crossing of Rt. 47 in the downtown area. The 2 options discussed were to build a bridge over Rt. 47 or to build a walkway under the Rt. 47 bridge.

Option #1: A pedestrian bridge over Rt. 47 must have minimum clearance of 16 feet along with building the pathway and be ADA accessible. The bridge sets the grade. Various locations were considered. Building the path adjacent to the river would be difficult and cofferdams and other methods would be used for construction. There are several drainage structures to contend with on the east side of the bridge. On the west side the grade drops off significantly and due to the grade, the parking lot would be needed for the path. The height of the bridge over Rt. 47 and the grades make it difficult. They are also concerned about the railroad vision with new structures. The cost would be more than \$8 million.

Option #2: This option would be to build a pathway under the Rt. 47 bridge. Mr. Sanderson said there are already negative factors for this option. A minimum 9-foot clearance would be required under the bridge, but the beams already hang down. On the west side, cofferdams would be needed. The location would put it in the floodway. On the east side, there are three 36" culverts and they discharge near the existing parking lot above grade of the proposed path and would place it underwater when it rains. Underneath the bridge the path would have to be set at a 10-year flood elevation and the path would often be under water a significant part of the year. The estimated cost is \$3 million.

Mr. Sanderson said EEI also looked at building a path on the east side of Rt. 47 to connect the parking lot with the existing path. Just the east side would cost more than \$1 million. A cost on the west side would be \$2.9 million. It was noted that the brewery on the west side has given an easement to the city.

Alderman Koch asked about a trail along Hydraulic. Mr. Dhuse said a signalized crossing would be required or pedestrians would need to be transported to Van Emmon. A tunnel under Hydraulic was ruled out due to thick bedrock. Another factor is the potential for a commuter train in the downtown area in the future. Ms. Willrett noted that to obtain grants for trails, they must be ADA compliant.

Alderman Corneils asked about the cost to build a bridge to the canoe chute. There was a pre-fab bridge and it was an IDNR project, built by D Construction. Alderman Soling asked if the proposal to remove dams along the Fox River, would help or hinder this project by widening or deepening the river. Montgomery is doing a study and it was suggested information be obtained from them.

Alderman Koch asked that the other Aldermen be given this information and he asked that Director of Parks and Recreation Tim Evans discuss this matter with the Park Board members.

Old Business: None

Additional Business: None

There was no further business and the meeting adjourned at 6:40pm.
Minutes respectfully transcribed by Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2024-47

Agenda Item Summary Memo

Title: 2023 Water Main Replacement Contract B – Balancing Change Order No. 2

Meeting and Date: Public Works Committee – June 18, 2024

Synopsis: Consideration of Change Order No. 2 – Final Balancing

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: May 21, 2024
Subject: 2023 Water Main Replacement – Contract B

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

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

Background:

The United City of Yorkville and Winninger Excavating, Inc. entered into an agreement for a contract value of **\$1,983,518.44** for the above referenced project. Subsequent change orders reduced the contract value to \$1,789,936.55.

Questions Presented:

Should the City approve Change Order No. 2 – Final Balancing, which would **increase** the contract value by \$86,106.86.

Discussion:

The change order would increase the contract value to \$1,876,043.41 based upon final measurement of quantities in the field.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 2 – Final Balancing.

CHANGE ORDER

Order No. 2 – Final Balancing

Date: May 21, 2024

Agreement Date: January 13, 2023

NAME OF PROJECT: 2023 Water Main Replacement – Contract B

OWNER: United City of Yorkville

CONTRACTOR: Winninger Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$1,983,518.44

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$1,789,936.55

The CONTRACT PRICE due to this CHANGE ORDER will be increased) by: \$86,106.86

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,876,043.41

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion for all work will be: _____

Justification

This change order reflects the contract value based upon final measurements in the field.

Approvals Required

Requested by: _____ United City of Yorkville

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ Winninger Excavating, Inc

PAYABLE TO: WINNINGER EXCAVATING, INC
ADDRESS: 8845 SCHOGER DRIVE, NAPERVILLE, IL 6564

ENGINEERS PAYMENT ESTIMATE NO. 4
2023 WATER MAIN IMPROVEMENTS - CONTRACT B
UNITED CITY OF YORKVILLE

PAY PERIOD
FROM: 12/5/2023 TO: 12/5/2023

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
1	TREE ROOT PRUNING	EACH	2	\$ 1,400.00			\$ 700.00	0.0	\$ -	2.0	\$ 1,400.00
2	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10	\$ 350.00			\$ 35.00	0.0	\$ -	0.0	\$ -
3	TREE REMOVAL (>15 UNITS DIAMETER)	UNIT	22	\$ 1,870.00			\$ 85.00	0.0	\$ -	48.0	\$ 4,080.00
4	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$ 19,000.00			\$ 19,000.00	1.0	\$ 19,000.00	3.0	\$ 57,000.00
5	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	3	\$ 13,500.00			\$ 4,500.00	-1.0	\$ (4,500.00)	1.0	\$ 4,500.00
6	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	8	\$ 28,000.00			\$ 3,500.00	0.0	\$ -	5.0	\$ 17,500.00
7	CONNECTION TO EXISTING WATER MAIN, 4-INCH	EACH	1	\$ 3,700.00			\$ 3,700.00	-1.0	\$ (3,700.00)	2.0	\$ 7,400.00
8	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	FOOT	2,780	\$ 505,960.00			\$ 182.00	-251.0	\$ (45,682.00)	2273.0	\$ 413,686.00
9	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	FOOT	10	\$ 11,000.00			\$ 1,100.00	0.0	\$ -	10.0	\$ 11,000.00
10	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	13	\$ 71,500.00			\$ 5,500.00	0.0	\$ -	12.0	\$ 66,000.00
11	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	10	\$ 100,000.00			\$ 10,000.00	0.0	\$ -	8.0	\$ 80,000.00
12	FIRE HYDRANT TO BE REMOVED	EACH	5	\$ 3,000.00			\$ 600.00	0.0	\$ -	5.0	\$ 3,000.00
13	DUCTILE IRON FITTINGS	LB	3,308	\$ 33.08			\$ 0.01	4975.0	\$ 49.75	4975.0	\$ 49.75
14	WATER MAIN PROTECTION, PVC C-900, 16-INCH	FOOT	154	\$ 10,010.00			\$ 65.00	0.0	\$ -	94.0	\$ 6,110.00
15	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	CUYD	25	\$ 1,850.00			\$ 74.00	0.0	\$ -	0.0	\$ -
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	CUYD	25	\$ 1,850.00			\$ 74.00	0.0	\$ -	0.0	\$ -
17	FOUNDATION MATERIAL	CUYD	35	\$ 1,750.00			\$ 50.00	0.0	\$ -	0.0	\$ -
18	EXPLORATORY EXCAVATION	EACH	1	\$ 1,500.00			\$ 1,500.00	0.0	\$ -	2.0	\$ 3,000.00
19	WATER SERVICE CONNECTION, 1-INCH	EACH	41	\$ 106,600.00			\$ 2,600.00	0.0	\$ -	37.0	\$ 96,200.00
20	WATER SERVICE PIPE, 1-INCH PEX	FOOT	1,050	\$ 5,250.00			\$ 5.00	0.0	\$ -	994.0	\$ 4,970.00
21	B-BOX FRAME (SPECIAL)	EACH	4	\$ 1,200.00			\$ 300.00	0.0	\$ -	4.0	\$ 1,200.00
22	VALVE VAULT TO BE ABANDONED	EACH	10	\$ 2,500.00			\$ 250.00	0.0	\$ -	10.0	\$ 2,500.00
23	VALVE BOX TO BE ABANDONED	EACH	3	\$ 450.00			\$ 150.00	0.0	\$ -	4.0	\$ 600.00
24	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	5	\$ 4,250.00			\$ 850.00	0.0	\$ -	2.0	\$ 1,700.00
25	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	13	\$ 19,500.00			\$ 1,500.00	0.0	\$ -	12.0	\$ 18,000.00
26	INLET PROTECTION	EACH	18	\$ 2,700.00			\$ 150.00	0.0	\$ -	18.0	\$ 2,700.00
27	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$ 8,000.00			\$ 8,000.00	0.00	\$ -	1.0	\$ 8,000.00
28	STORM SEWER, RCP, CLASS A, TYPE 2, 12"	FOOT	356	\$ 21,360.00			\$ 60.00	0.0	\$ -	356.0	\$ 21,360.00
29	INLET, TYPE A, 2' DIA W/ TYPE 6 FRAME AND GRATE	EACH	2	\$ 3,600.00			\$ 1,800.00	0.0	\$ -	2.0	\$ 3,600.00
30	INLET, TYPE A, 2' DIA W/ TYPE 11 FRAME AND GRATE	EACH	1	\$ 1,900.00			\$ 1,900.00	0.0	\$ -	1.0	\$ 1,900.00
31	STORM MANHOLE, TYPE A, 4' DIA W/ TYPE 6 FRAME AND GRATE	EACH	1	\$ 3,600.00			\$ 3,600.00	0.0	\$ -	1.0	\$ 3,600.00
32	INLET (SPECIAL)	EACH	1	\$ 1,800.00			\$ 1,800.00	0.0	\$ -	1.0	\$ 1,800.00
33	STORM MANHOLE, TYPE A, 4' DIA. W/ TYPE 1 FRAME AND LID	EACH	2	\$ 6,000.00			\$ 3,000.00	0.0	\$ -	2.0	\$ 6,000.00
34	PREPARATION OF BASE	SQYD	1,584	\$ 2,376.00			\$ 1.50	0.0	\$ -	0.0	\$ -
35	PARTIAL DEPTH PATCHING (SPECIAL)	SQYD	1,487	\$ 74,350.00			\$ 50.00	0.0	\$ -	847.0	\$ 42,350.00
36	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	824	\$ 1,236.00			\$ 1.50	0.0	\$ -	0.0	\$ -
37	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	275	\$ 6,600.00			\$ 24.00	0.0	\$ -	61.0	\$ 1,464.00
38	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	275	\$ 13,750.00			\$ 50.00	0.0	\$ -	61.0	\$ 3,050.00
39	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	254	\$ 7,620.00			\$ 30.00	0.0	\$ -	254.0	\$ 7,620.00
40	PAVEMENT REMOVAL	SQYD	300	\$ 4,200.00			\$ 14.00	0.0	\$ -	388.0	\$ 5,432.00
41	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQYD	13,828	\$ 82,968.00			\$ 6.00	0.0	\$ -	7804.0	\$ 46,824.00
42	HOT-MIX ASPHALT PAVEMENT REMOVAL, 4"	SQYD	1,584	\$ 14,256.00			\$ 9.00	0.0	\$ -	5178.0	\$ 46,602.00
43	HOT-MIX ASPHALT SURFACE REMOVAL - FULL DEPTH WATER MAIN TRENCH	SQYD	1,402	\$ 7,010.00			\$ 5.00	0.0	\$ -	1363.0	\$ 6,815.00
44	ROADWAY EDGE CRACK SEALING	FOOT	3,200	\$ 3,840.00			\$ 1.20	0.0	\$ -	3728.0	\$ 4,473.60
45	BITUMINOUS MATERIALS (PRIME COAT)	LBS	34,673	\$ 346.73			\$ 0.01	0.0	\$ -	6080.0	\$ 60.80
46	BITUMINOUS MATERIALS (TACK COAT)	LBS	10,143	\$ 101.43			\$ 0.01	0.0	\$ -	4400.0	\$ 44.00
47	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 1.5"	TON	1,316	\$ 125,020.00			\$ 95.00	0.0	\$ -	1240.0	\$ 117,800.00
48	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 1.5"	TON	1,100	\$ 104,500.00			\$ 95.00	0.0	\$ -	931.0	\$ 88,445.00
49	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 2.5"	TON	379	\$ 35,247.00			\$ 93.00	0.0	\$ -	690.0	\$ 64,170.00
50	CLASS "C" PATCH	SQFT	593	\$ 23,720.00			\$ 40.00	0.0	\$ -	1050.0	\$ 42,000.00
51	COMB. CONC. CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,113	\$ 74,571.00			\$ 67.00	0.0	\$ -	1973.0	\$ 132,191.00
52	COMBINATION CONCRETE CURB AND GUTTER, M-3.12	FOOT	395	\$ 23,700.00			\$ 60.00	0.0	\$ -	309.0	\$ 18,540.00
53	SIDEWALK REMOVAL	SQFT	13,071	\$ 15,685.20			\$ 1.20	0.0	\$ -	9223.1	\$ 11,067.72
54	PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH	SQFT	13,144	\$ 170,872.00			\$ 13.00	0.0	\$ -	9223.1	\$ 119,900.30
55	PORTLAND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SQYD	21	\$ 7,350.00			\$ 350.00	0.0	\$ -	36.6	\$ 12,810.00
56	DETECTABLE WARNING	SQFT	176	\$ 5,280.00			\$ 30.00	0.0	\$ -	196.0	\$ 5,880.00
57	SANITARY MANHOLE TO BE ADJUSTED	EACH	11	\$ 12,100.00			\$ 1,100.00	0.0	\$ -	3.0	\$ 3,300.00
58	MANHOLE TO BE ADJUSTED	EACH	27	\$ 13,500.00			\$ 500.00	0.0	\$ -	27.0	\$ 13,500.00
59	INLET TO BE ADJUSTED	EACH	7	\$ 3,500.00			\$ 500.00	0.0	\$ -	0.0	\$ -
60	INLET TO BE ADJUSTED W/ NEW TYPE 11 FRAME AND GRATE	EACH	2	\$ 2,800.00			\$ 1,400.00	0.0	\$ -	2.0	\$ 2,800.00
61	CATCH BASIN TO BE REMOVED AND REPLACED	EACH	1	\$ 3,800.00			\$ 3,800.00	0.0	\$ -	0.0	\$ -
62	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	732	\$ 29,280.00			\$ 40.00	0.0	\$ -	357.0	\$ 14,280.00
63	HOT-MIX ASPHALT DRIVEWAY 2-INCH	SQYD	160	\$ 4,800.00			\$ 30.00	0.0	\$ -	344.0	\$ 10,320.00
64	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQYD	181	\$ 4,344.00			\$ 24.00	0.0	\$ -	145.0	\$ 3,480.00
65	PORTLAND CEMENT CONCRETE DRIVEWAY 6-INCH	SQYD	134	\$ 12,730.00			\$ 95.00	0.0	\$ -	145.0	\$ 13,775.00
66	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	17	\$ 850.00			\$ 50.00	0.0	\$ -	0.0	\$ -
67	THERMOPLASTIC PAVEMENT MARKING LINE - 6"	FOOT	426	\$ 2,556.00			\$ 6.00	0.0	\$ -	416.0	\$ 2,496.00
68	THERMOPLASTIC PAVEMENT MARKING LINE - 24"	FOOT	24	\$ 288.00			\$ 12.00	0.0	\$ -	0.0	\$ -
69	BRICK PAVER REMOVAL AND RESET	SQFT	277	\$ 1,939.00			\$ 7.00	0.0	\$ -	158.0	\$ 1,106.00
70	MAILBOX TO BE REMOVED AND RESET	EACH	7	\$ 1,400.00			\$ 200.00	0.0	\$ -	28.0	\$ 5,600.00
71	SIGN TO BE REMOVED AND RESET	EACH	3	\$ 600.00			\$ 200.00	0.0	\$ -	5.0	\$ 1,000.00
72	RESTORATION	SQYD	1,290	\$ 19,350.00			\$ 15.00	0.0	\$ -	2916.0	\$ 43,740.00
73	RESTORATION (SPECIAL)	SQYD	450	\$ 16,200.00			\$ 36.00	0.0	\$ -	370.0	\$ 13,320.00
74	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 50,000.00			\$ 50,000.00	0.0	\$ -	1.0	\$ 50,000.00
75	SILT FENCE	FOOT	35	\$ 525.00			\$ 15.00	0.0	\$ -	0.0	\$ -

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
76	SIGN PANEL TYPE 1 W14-2	SQFT	6	\$ 300.00			\$ 50.00	0.0	\$ -	6.0	\$ 300.00
77	SIGN PANEL TYPE 1 OM4-1	SQFT	14.0	\$ 784.00			\$ 56.00	0.0	\$ -	14.0	\$ 784.00
78	TELESCOPING STEEL SIGN SUPPORT	FOOT	112	\$ 2,240.00			\$ 20.00	0.0	\$ -	112.0	\$ 2,240.00
79	B-BOX TO BE ADJUSTED	EACH	1	\$ 50.00			\$ 50.00	0.0	\$ -	0.0	\$ -
80	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 30,000.00			\$ 1.00	0.0	\$ -	0.0	\$ -
BID VALUE AWARDED:				\$ 1,983,518.44	VALUE COMPLETED - THIS REQUEST:						
					\$ (34,832.25) - TO DATE: \$ 1,808,436.17						

MISCELLANEOUS ADDITIONS TO THE PROJECT AT THE CITY'S DISCRETION (PAY ITEM 80)

	QUANTITY	UNIT PRICE	VALUES
1 T&M - ADDITIONAL DEPTH OF WATER MAIN			\$ 1,182.78
2 T&M - CHANGE OF FIELD CONDITIONS - SATURDAY			\$ 3,913.25
3 T&M - 12-INCH WATER MAIN AND VALVE W/ 60-INCH VAULT - SATURDAY			\$ 36,771.35
4 AUP - INLET RECONSTRUCTION ON KING STREET	3.00	\$ 3,109.70	\$ 9,329.10
5 T&M - PVC PIPE REPAIR ON WEST MAIN STREET			\$ 829.40
6 AUP - CONCRETE MODIFICATION TO PP-2	1.00	\$ 1,295.00	\$ 1,295.00
7 T&M - RESTORATION REPAIR			\$ 14,286.36

DEBITS	VALUES
1 PAY ESTIMATE 1	\$ 259,339.50
2 PAY ESTIMATE 2	\$ 583,506.34
3 PAY ESTIMATE 3	\$ 864,084.53
4	
5	

ENGINEERING ENTERPRISES, INC.
52 WHEELER ROAD
SUGAR GROVE, ILLINOIS 60554

SUMMARY

TOTAL MISCELLANEOUS ADDITIONS (PAY ITEM #80)	\$ 67,607.24
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 1,876,043.41
DEDUCT RETAINAGE (0%)	\$ -
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 1,876,043.41
TOTAL DEBITS	\$ 1,706,930.37
NET AMOUNT DUE - THIS PAYMENT	\$ 169,113.04

PREPARED BY: _____

APPROVED BY: _____



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

Agenda Item Number

New Business #2

Tracking Number

PW 2024-48

Agenda Item Summary Memo

Title: Corneils Road Interceptor Sewer – Balancing Change Order No. 3

Meeting and Date: Public Works Committee – June 18, 2024

Synopsis: Consideration of Change Order No. 3 – Final Balancing

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: May 21, 2024
Subject: Corneils Road Interceptor Improvements

The purpose of this memo is to present Change Order No. 3 – Final Balancing for the above referenced project.

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

Background:

The United City of Yorkville and Fischer Excavating, Inc. entered into an agreement for a contract value of **\$3,140,637.45** for the above referenced project. Subsequent change orders reduced the contract value to \$2,984,572.45.

Questions Presented:

Should the City approve Change Order No. 3 – Final Balancing, which would **increase** the contract value by \$19,282.00.

Discussion:

The change order would increase the contract value to \$3,003,854.45 based upon final measurement of quantities in the field. Note that there has been a recent error discovered in the final quantity calculations.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 3 – Final Balancing.

CHANGE ORDER

Order No. 3 – Final Balancing

Date: May 17, 2024

Agreement Date: January 13, 2023

NAME OF PROJECT: Corneils Road Interceptor Improvements

OWNER: United City of Yorkville

CONTRACTOR: Fischer Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$3,140,637.45

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$2,984,572.45

The CONTRACT PRICE due to this CHANGE ORDER will be increased) by: \$19,282.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$3,003,854.45

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion for all work will be: _____

Justification

This change order reduces the contract value based upon final measurements in the field.

Approvals Required

Requested by: _____ United City of Yorkville

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ Fischer Excavating, Inc

PAYABLE TO: FISCHER EXCAVATING, INC.
ADDRESS: 1567 HEINE ROAD
FREEPORT, IL 61032

ENGINEER'S PAYMENT ESTIMATE NO. 4
CORNEILS ROAD INTERCEPTOR SEWER
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PAY PERIOD
FROM: 6/19/2023 TO: 3/14/2024

ITEM NO.	ITEMS	AWARDED QUANTITY	UNITS	UNIT PRICE	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	COMPLETED	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
								QUANTITY THIS PAY PERIOD			
1	TREE REMOVAL, ACRES	0.25	ACRE	\$ 35,000.00	\$ 8,750.00		0.21	0.04	\$1,400.00	0.0	\$1,400.00
2	FOUNDATION MATERIAL	100	CU YD	\$ 95.00	\$ 9,500.00	126.00		0.0	\$0.00	226.0	\$21,470.00
3	NON SPECIAL, NON HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	50	CU YD	\$ 99.00	\$ 4,950.00		50.00	0.0	\$0.00	0.0	\$0.00
4	NON SPECIAL, NON HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	50	CU YD	\$ 37.00	\$ 1,850.00		50.00	0.0	\$0.00	0.0	\$0.00
5	SELECTED GRANULAR BACKFILL	325	CU YD	\$ 47.00	\$ 15,275.00		9.00	0.0	\$0.00	316.0	\$14,852.00
6	RESTORATION	1	LSUM	\$ 18,000.00	\$ 18,000.00			0.0	\$0.00	1.0	\$18,000.00
7	EXPLORATORY EXCAVATION	3	EACH	\$ 872.00	\$ 2,616.00			0.0	\$0.00	3.0	\$2,616.00
8	PERIMETER EROSION BARRIER	14725	FOOT	\$ 2.90	\$ 42,702.50		1300.00	0.0	\$0.00	13425.0	\$38,932.50
9	INLET AND PIPE PROTECTION	5	EACH	\$ 370.00	\$ 1,850.00		2.00	0.0	\$0.00	3.0	\$1,110.00
10	FULL DEPTH PAVEMENT PATCHING	245	SQ YD	\$ 140.00	\$ 34,300.00		138.00	0.0	\$0.00	107.0	\$14,980.00
11	HMA PAVEMENT PATCH, 4-INCH	150	SQ YD	\$ 118.00	\$ 17,700.00		150.00	0.0	\$0.00	0.0	\$0.00
12	REMOVE AND RE-ERECT STEEL PLATE BEAM GUARDRAIL	15	FOOT	\$ 95.00	\$ 1,425.00		15.00	0.0	\$0.00	0.0	\$0.00
13	TRAFFIC BARRIER TERMINAL, TYPE 2	1	EACH	\$ 4,465.00	\$ 4,465.00		1.00	0.0	\$0.00	0.0	\$0.00
14	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	2200	SQ YD	\$ 14.00	\$ 30,800.00		2151.00	49.0	\$686.00	49.0	\$686.00
15	SANITARY SEWER, PVC C900, DR-18, 12-INCH	828	FOOT	\$ 150.00	\$ 124,200.00	89.00		0.0	\$0.00	917.0	\$137,550.00
16	SANITARY SEWER, PVC C900, DR-18, 16-INCH	6589	FOOT	\$ 240.00	\$ 1,581,360.00		89.00	0.0	\$0.00	6500.0	\$1,560,000.00
17	SANITARY SEWER, PVC C900, DR-18, 30-INCH	1190	FOOT	\$ 687.00	\$ 817,530.00			0.0	\$0.00	1190.0	\$817,530.00
18	TYPE A SANITARY MANHOLE, 5' DIA., TYPE 1 FRAME AND CLOSED LID	25	EACH	\$ 7,735.00	\$ 193,375.00		4.00	0.0	\$0.00	21.0	\$162,435.00
19	ADDITIONAL DEPTH OF MANHOLE	176	FOOT	\$ 597.00	\$ 105,072.00	13.00		0.0	\$0.00	189.0	\$112,833.00
20	PRESSURE TESTING SANITARY SEWER	8607	FOOT	\$ 1.00	\$ 8,607.00		2.00	0.0	\$0.00	8605.0	\$8,605.00
21	DEFLECTION TESTING SANITARY SEWER	8607	FOOT	\$ 0.85	\$ 7,315.95			0.0	\$0.00	8607.0	\$7,315.95
22	SANITARY MANHOLE VACUUM TESTING	25	EACH	\$ 112.00	\$ 2,800.00		1.00	0.0	\$0.00	24.0	\$2,688.00
23	TELEVISIONING SANITARY SEWER	8598	FOOT	\$ 2.00	\$ 17,196.00		0.00	8598.0	\$17,196.00	8598.0	\$17,196.00
24	CONNECTION TO EXISTING SANITARY MANHOLE	1	EACH	\$ 3,050.00	\$ 3,050.00			0.0	\$0.00	1.0	\$3,050.00
25	DRAIN TILE REPAIR	100	FOOT	\$ 171.00	\$ 17,100.00		13.00	0.0	\$0.00	87.0	\$14,877.00
26	PIPE CULVERT REMOVAL AND REPLACEMENT, 12"	30	FOOT	\$ 94.00	\$ 2,820.00		30.00	0.0	\$0.00	0.0	\$0.00
27	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$ 9,403.00	\$ 9,403.00			0.0	\$0.00	1.0	\$9,403.00
28	STABILIZED CONSTRUCTION ENTRANCE	5	EACH	\$ 1,325.00	\$ 6,625.00			0.0	\$0.00	5.0	\$6,625.00
29	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	50000	UNIT	\$ 1.00	\$ 50,000.00		50000.00	0.0	\$0.00	0.0	\$0.00

AWARDED VALUE = \$3,140,637.45 THIS PERIOD = \$17,882.00 TO DATE = \$2,974,154.45

MISCELLANEOUS EXTRAS AND CREDITS		VALUE
1	TYPE A SANITARY MANHOLE, 6' DIA., TYPE 1 FRAME AND CLOSED LID	\$ 29,700.00
2		
3		

MISCELLANEOUS DEBITS		VALUE
1	PAY ESTIMATE 1	\$ 906,735.15
2	PAY ESTIMATE 2	\$ 1,636,447.59
3	PAY ESTIMATE 3	\$ 441,389.71
4		
5		

SUMMARY	
TOTAL MISCELLANEOUS EXTRAS AND CREDITS	\$ 29,700.00
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 3,003,854.45
DEDUCT RETAINAGE	\$ -
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 3,003,854.45
TOTAL DEBITS	\$ (2,984,572.45)
NET AMOUNT DUE - THIS PAYMENT	\$ 19,282.00

PREPARED BY : _____ DATE: _____

APPROVED BY : _____ DATE: _____

G:\Public\Yorkville\2021\YO2153-P Corneils Road Interceptor Sewer\Construction\Pay Estimates\[Pay Estimates.xls]Pay Estimate 4



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

Agenda Item Number

New Business #3a

Tracking Number

PW 2024-49a

Agenda Item Summary Memo

Title: Public Works Equipment and Vehicle Purchases – Trackless MT7 Utility Tractor

Meeting and Date: Public Works Committee – June 18, 2024

Synopsis: Proposed purchase of budgeted equipment.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: June 11, 2024
Subject: PW Equipment Purchases

Summary

Staff is proposing the purchase of a rear mounted boom mower and a Trackless utility tractor with attachments.

Background

Utility Tractor and Attachments

The Trackless utility tractor with attachments is budgeted in the approved FY25 budget in an amount of \$250,000. Although this sounds expensive for a utility tractor, it is much more than a typical tractor. I have attached the official brochure to show how versatile this unit can be. The unit we are specifying includes the following equipment:

1. MT 7 tractor
2. 51" ribbon snow blower for use on the bridge, sidewalks, and other hard to reach areas such as the W. Van Emmon street parking adjacent to Rt. 47.
3. 60" snow plow for snow removal
4. Galvanized rear spreader for salting the sidewalks and bridge
5. 72" finish mower for boulevard mowing and city building mowing
6. 120' finish mower for larger areas such as the trails
7. Turf tires so no ruts are left when mowing
8. Used leaf loader to assist in leaf collection in the fall. We feel that this will help us be more efficient with leaf pickup and use less manpower to complete it. We tested this unit last fall and think that it will definitely help this year.

The pricing for the unit is NOT a Sourcewell quote. EJ Equipment is a dealer for Trackless and has dealer direct pricing which is less than the Sourcewell pricing. I have attached both quotes for your review. As you can see, the dealer direct quote of \$238,038 is \$6980.32 less than the Sourcewell quote of \$245,018.32. The Sourcewell quote is a nationwide quote whereas Trackless and EJ Equipment are allowed to be more flexible with the dealer direct quote.

We also compared the Trackless utility tractor with the Holder S75 tractor with attachments. The Holder is a very comparable tractor and has many of the same features and attachments as the trackless. In the end, the Holder was \$1,000 more expensive but did not include the 10' mower or the leaf loader. In addition, the nearest service center for Holder tractors is Minneapolis, MN. The Trackless can be serviced right at EJ equipment in Manteno or Addison, IL.

This purchase is budgeted in the approved FY25 budget at \$250,000 in the PW Capital equipment line item.

Sewer Department Pickup Truck

AT THIS TIME, THIS IS INFORMATIONAL ONLY. I AM WAITING ON THE FINAL QUOTE FROM HAGGARTY FORD. The truck they quoted is not on their lot, it is somewhere in a 600-mile radius. If they can get the truck with no additional costs, the information will be true. If they are not able to hold the price, I will revise the numbers and make a firm recommendation.

This is an approved purchase in the FY25 budget in the sewer department in the vehicle line item with a maximum price of \$60,000. I have attached 3 different quotes that are very similar in build. The first quote is from National Auto Fleet. We have used them in the past to order trucks when they were scarce and had good luck. This would be a build to suit truck that would not be ready until October/November of this year at the earliest. The representative would not give me a firm date and kept stressing that the manufacturer does not give them dates to pass along. This truck is the lowest price at \$53,871, but the wait time is hard to ignore. The Second Quote is from Gjovik Ford for a truck that is on the lot and ready for purchase. The price is \$57,635 and could be ours tomorrow. The third and final quote is from Haggarty Ford. We have used them in the past to purchase a transit van and an F150 for the water department. The quoted price for this truck is APPROXIMATELY \$55,164 and is available now. This truck will be set up for plowing snow and the street department will purchase the snowplow for the truck.

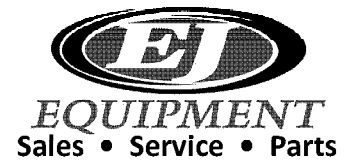
All the quotes are below the budgeted amount and would be a welcome addition to the fleet. With the wait time of at least 5 months, I would recommend that we drop the quote from National Auto Fleet even though it is less expensive by ~\$1,300. Instead, I would recommend the purchase from Haggarty Ford at \$55,164 IF THE FINAL QUOTE COMES IN AT THE SAME PRICE

Recommendations

Utility Tractor – I recommend the purchase of the trackless MT7 and attachments as described in quote Q05276 for an amount not to exceed \$238,038 from EJ Equipment of Manteno, IL

Sewer Department Truck – I recommend the purchase of a Ford F350 in an amount not to exceed \$55,164 from Haggarty Ford of West Chicago, IL IF THE FINAL QUOTE COMES IN AT THE SAME PRICE.

E J EQUIPMENT, INC.
PO Box 665 • 6949 N. 3000 E. Rd.
Manteno, IL 60950
PH: (815) 468-0250 • Fax: (815) 468-8055
www.ejequipment.com



Ship To: IN STORE PICKUP

Invoice To: CITY OF YORKVILLE
610 TOWER LANE
YORKVILLE IL 60560

Attention: JOHN SLEEZER

Branch 01 - CENTRAL		
Date 06/12/2024	Time 13:26:23 (O)	Page 1
Account No. YORKV001	Phone No. 6305534350	Estimate No. Q05276
Ship Via	Purchase Order	
Tax ID Number		
ERIC LESAGE		Salesperson S23 / S23

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	QUOTE VALID: 07/05/2024	Amount
TRACKLESS MT7 MULTI-PURPOSE TRACTOR WITH DUMP BODY			162194.00
CALCIUM FILLED TIRES AND HIGH MOUNT TAIL LIGHT			
USED LEAF LOADER			18500.00
51" RIBBON SNOWBLOWER			16969.00
60" PLOW WITH ATTACH KIT			5979.00
GALVANIZED REAR SPREADER			7522.00
72" ROTARY FINISHING MOWER			7100.00
120" ROTARY FINISHING MOWER			17242.00
TURF TIRES WITH RIMS			2532.00

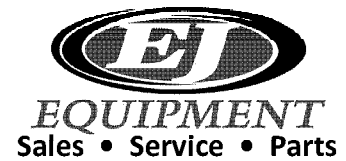
Authorization: _____

Subtotal: 238038.00
Quote Total: 238038.00

X

Received By

E J EQUIPMENT, INC.
PO Box 665 • 6949 N. 3000 E. Rd.
Manteno, IL 60950
PH: (815) 468-0250 • Fax: (815) 468-8055
www.ejequipment.com



Ship To: IN STORE PICKUP

Invoice To: CITY OF YORKVILLE
610 TOWER LANE
YORKVILLE IL 60560

Attention: JOHN SLEEZER

Branch 01 - CENTRAL		
Date 06/12/2024	Time 13:25:52 (O)	Page 1
Account No. YORKV001	Phone No. 6305534350	Estimate No. Q05288
Ship Via		Purchase Order
Tax ID Number		
ERIC LESAGE		Salesperson S23 / S23

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** QUOTE VALID: 07/05/2024 Amount

SOURCEWELL CONTRACT # 093021-ELG

TRACKLESS MT7 MULTI-PURPOSE TRACTOR WITH DUMP BODY	166409.71
CALCIUM FILLED TIRES AND HIGH MOUNT TAIL LIGHT	
USED LEAF LOADER	18500.00
51" RIBBON SNOWBLOWER	18171.98
60" PLOW WITH ATTACH KIT	6175.02
GALVANIZED REAR SPREADER	7522.00
72" ROTARY FINISHING MOWER	7128.53
120" ROTARY FINISHING MOWER	18573.56
TURF TIRES WITH RIMS	2537.52

Subtotal: 245018.32

Quote Total: 245018.32

Authorization: _____

X

Received By

T*rackless* VEHICLES

SUBSIDIARY OF FEDERAL SIGNAL CORPORATION



SERIES 7 MUNICIPAL TRACTOR

ADVANCED DESIGN FOR MAXIMUM
PRODUCTIVITY, SAFETY AND COMFORT
FROM **THE LEADER** IN THE MUNICIPAL TRACTOR FIELD

SERIES 7

Trackless Vehicles has been in the articulated tractor manufacturing industry for over 50 years. Trackless leads the market in technological design, efficiencies, safety features, operator comfort and overall performance. While less expensive competitive products are available, the many value-added and safety features of the MT7 are primarily due to feedback and requests from our large customer base.

The majority of our business is with municipalities and their public works departments. However, we have also equipped parks, airports, universities, military facilities, private contractors and large corporations with equipment to help them tackle their toughest seasonal grounds maintenance challenges.

The MT7 is what you, the customer, should expect; a tractor appropriately designed to do the job safely and efficiently. Our commitment is to be the best and deliver the products you need to get the job done.

INDUSTRY LEADING SUPPORT

Visit Municipal Tractor University, a free online platform designed exclusively for Trackless owners and operators. On MTU, you'll find video tutorials, parts catalogues, manuals, diagnostic information and more! Also accessible by scanning the QR code inside the cab of every MT7.

Learn more about MTU and take advantage of this service solution today by visiting:

TRACKLESSVEHICLES.COM/MTU



PTO WORK MODE/ STANDARD MODE

PTO Work Mode allows an operator to set the engine at full RPM to power PTO-driven attachments such as a snowblower or any of our mowers and control ground speed independently by way of the hydrostatic foot pedal.

Flip the switch to Standard Mode, and the tractor drives like a car. The pedal now controls both the ground speed and engine RPM simultaneously. Standard Mode saves a significant amount of fuel as the engine RPM returns to idle when letting off the pedal vs constant full RPM when in Work Mode. Standard mode is ideal for plowing, sanding, other operations that do not require PTO power, and transporting to and from where work is to be done.

RIDE CONTROL (OPTION)

Automatically senses ground speed and the overhung load of the attachment to calculate shock load and cancel out tractor bounce.

AC/CLIMATE CONTROL

Full climate control for floor heat and defrost with fresh air intake. Set desired temperature on the digital display, choose fan speed, and the temperature will remain constant. Air is dried in defrost mode to prevent fogging.



TRACKLESS MT7: PACKED WITH FEATURES

REVERSING ENGINE FAN

The automatic reversing engine fan comes standard. By reversing at factory set intervals, the fan keeps the radiator and hydraulic oil cooler clean from grass clippings in the summer and salt build-up in the winter.

ONBOARD DIAGNOSTICS

The onboard computer checks and monitors all systems. If a fault is detected, the user can access tractor diagnostics through the digital dash.

WIFI DIAGNOSTICS (OPTION)

The WiFi Diagnostics feature allows our diagnostics team to connect directly into all MT7 ECUs including the engine ECU. This option reduces downtime and service calls should there be a problem or concern.

JOHN DEERE STAGE 5 ENGINE

A 74 HP John Deere 4.5 LT Stage 5 diesel engine powers the MT7, rather than a smaller 2.6 to 3.6 LT engine. We chose the larger displacement engine for its robust characteristics and longer engine life. MT7 owners or anyone who has seen a demonstration are impressed with the engine's performance.



EXTERNAL UP/DOWN SWITCH

The conveniently positioned external up/down switch on the front of the tractor provides for single operator pinning of attachments. This feature reduces the risk of injury, which could occur from a second individual operating controls inside the cab and unable to see the hands of the individual pinning the attachment. When using the switch, hydraulic cylinders move at a third of the regular speed, providing precise and safe control for aligning the pins.



REAR PTO & REAR 3-POINT HITCH (OPTION)

The MT7 has an optional rear 540 RPM PTO and category one 3-point hitch, allowing for the installation of an attachment on the rear of the tractor.



DIGITAL DASH

The digital dash displays all relevant tractor information, including fluid temperatures, speedometer, engine RPM, fuel level, selected gear range, forward/neutral/reverse, turn signals, and more.

The digital dash illustrates a variety of information by way of icons. In addition to the icons, when a fault occurs, such as low coolant, low hydraulic oil or plugged air breather, a message in 3/4-inch text will appear on the screen. These messages eliminate the risk of an operator failing to notice a fault light icon and help to clarify the fault.



BACKUP CAMERA

The backup camera is viewed on the 7" digital dash and is a standard feature.



RIGHT SIDE SWITCH PANEL

The user-friendly switch panel is located to the right of the joystick. Tractor functions such as cruise control, engine RPM, hydraulics, PTO, sander, joystick modes and air ride seat are all at the operator's fingertips.

DESIGNED FOR MAXIMUM PRODUCTIVITY

JOYSTICK

A state-of-the-art joystick controls attachment functions. The joystick is easy to use and extremely smooth. Select from the list of attachment modes A, B or C, position the joystick mode switch accordingly, and the joystick automatically programs itself for the attachment you have installed. Manually re-configuring the joystick is never required. With the operator's hand resting comfortably on the joystick, all attachment functions, as well as switching between forward and reverse, couldn't be easier or more comfortable.

TWIN AUGER SNOWBLOWER

The Twin Auger Snowblower is a highly efficient, two-stage snowblower.

It is available in three widths: 51", 60" and 70". All widths will accept either a sidewalk or a truck-loading chute, and many municipalities utilize both chutes with their snowblower. After clearing sidewalks, municipalities can change to the truck-loading chute to remove windrowed snow from streets or cul-de-sacs. In both cases, the manoeuvrability and physical size of the MT and Snowblower are less apt to create traffic congestion than larger snowblowers.

Overall durable construction includes 3/8-inch thick side plates, double-wall impeller housing and a 15-inch diameter bearing assembly for smooth, accurate chute rotation. In addition, high-strength, low alloy steel augers with ice picks and a heavy-duty balanced impeller can easily handle the most challenging snow conditions.

Average loading time for the MT and Snowblower is seven cubic yards per minute.

WINTER ATTACHMENTS SNOWBLOWERS



Positive and accurate steering of the Snowblower in confined areas and around obstructions is due to the articulated steering of the MT. The ability to move the Snowblower sideways by simply turning the steering wheel allows the operator to approach any obstruction safely.

The Twin Auger Snowblowers are manufactured by Trackless Vehicles to ensure that the quality, service, and parts availability are equal to that of the MT.



RIBBON SNOWBLOWER

The Ribbon Snowblower is the next generation of snowblower technology from Trackless Vehicles. Designed for higher output, this Snowblower outperforms all others in heavy snow conditions. In addition, it is highly aggressive when cutting into frozen snow.

The Ribbon Snowblower can accept either a sidewalk chute, truck-loading chute, or telescopic chute. Depending on the job at hand, an operator can quickly change from the sidewalk chute to the truck-loading chute to load snow from the street into an awaiting truck.

Available widths: 51", 60" and 75". Contact Sales for 84" width.



TELESCOPIC CHUTE

The telescopic chute provides the best of both worlds, allowing the operator to change the height of the chute from within the cab of the Trackless MT.

The telescopic truck-loading chute is available as an option for the 51", 60", 70", 75" and 84" widths.





5-POSITION FOLDING V-PLOW

The 5-Position Folding V-Plow allows you to build flexibility into your sidewalk maintenance program. This attachment offers the ability to choose between the simplicity of a straight blade, the speed of a V-Plow, the manoeuvrability of a scoop plow, or any configuration in between.

The left and right wings are controlled by individual hydraulic circuits via the joystick, allowing you to change your blade configuration as plowing conditions change. With the push of a button, both wings can be moved simultaneously.



PLOW TRIPPING

The 5-Position Folding V-Plow is designed to be able to trip while in the straight blade position.



ANGLE SNOWPLOW

The Angle Snowplow is the most cost-efficient snow moving attachment you can mount on your Trackless MT. Nothing beats the economic performance and durability of a straight blade. However, we took the simplicity of a straight blade and made it better; blade skins are made from 3/16-inch hot-rolled steel and reinforced with 3/8-inch thick steel ribs for optimum durability.

The Plow is available in four widths: 5', 6', 7' and 8'.



FIXED WING V-PLOW

The Trackless Fixed Wing V-Plow is designed for high-speed plowing. The V-Plow has excellent snow rolling and throwing capabilities that allow it to effortlessly cut through drifting or accumulated snow. The tapered nose allows it to ride safely over uneven surfaces without damaging the Plow or the sidewalk.

Available in 49" width.



DOUBLE TRIP PLOW

The design of the Double Trip Plow provides safer operation on uneven sidewalk surfaces. The double trip system trips the mouldboard 35° and the cutting edge 40°. With this type of trip system, the operator is not required to stop or slow down for the mouldboard and cutting edge to return to position. The tripping of the Plow is also smoother than conventional mouldboard trip or cutting-edge trip plows.

Available in 60" width.



FRONT MOUNT SPREADER AND PLOW

The Front Mount Spreader and Plow is a unique combination of a 5° angle plow and sidewalk spreader attached to the front of the Trackless MT.

When coupled with the Rear Mount Sidewalk Spreader, operators can increase spread distance by filling both spreaders with the same material. Alternatively, the spreaders can be filled with two different materials for area-specific applications.

REAR MOUNT SIDEWALK SPREADER

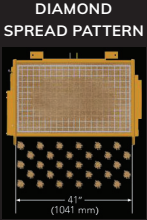
The Rear Mount Sidewalk Spreader was specifically engineered for sidewalk applications. The capacity of the Rear Mount Sidewalk Spreader is ½ cubic yard, providing a spread distance of 4 to 12 km (3 to 8 miles).

As illustrated, the Spreader conserves material by dispersing it evenly in a diamond pattern rather than a solid layer. The delivery roller maintains a 41" spread width, preventing material waste and turf damage from salt, both of which can be a problem with spinner spreaders. As a result, reduced labour and material requirements minimize the overall cost of operation.

An in-cab switch allows the operator to choose between Auto Mode or Run Mode. Auto Mode automatically stops the Spreader from spreading whenever the tractor stops or is shifted into reverse. Run Mode allows the Spreader to run constantly. A 10-position rotary switch in the right side switch panel allows the operator to increase/decrease the amount of material being spread.

For safety, the Spreader comes equipped with a safety screen, a slow-moving vehicle sign and 3 screw-jack stands that allow one person to safely attach or remove the Spreader from the tractor without the aid of a lifting device.

As an option for the Spreader, the MT7 can be equipped with a ground speed-regulated controller.



DUMP BODY

The Trackless Dump Body is an option for municipalities wishing to double their Rear Mount Sidewalk Spreader's spread distance.

The operator spreads material until the Rear Mount Sidewalk Spreader is empty and can then refill the Spreader by hydraulically raising the Dump Body. The tailgate opens automatically and closes again once the Dump Body is lowered back into the rest position. For safety purposes, the tractor will not drive forward or reverse while the Dump Body is in the raised position.

When the winter season is over, the Dump Body and its supporting frame can be unbolted and stored until the following winter.

Additionally, the Dump Body is used to house the 150-gallon Water Tank attachment.



TOW BEHIND SPREADER

The Tow Behind Spreader has a 1 cubic yard capacity with a spread distance of up to 18 km (11 miles). It is hydraulically driven and has an electric actuator to control the spread distance. The actuator control is located in the cab next to the joystick.

The Tow Behind Spreader conserves material by dispersing it evenly in a diamond pattern rather than a solid layer. The delivery roller maintains a 41" spread width; this prevents material waste and turf damage from salt. As a result, reduced labour and material requirements minimize the overall cost of operation.

For added safety, the Tow Behind Spreader is equipped with electric brakes.

150-GALLON BRINE SPRAYER

The 150-gallon Brine Sprayer can be used in conjunction with front-mounted attachments, such as a Snowblower, Plow, Power Angle Sweeper or Snow Lion Ice-Breaker.

The Trackless Brine Sprayer can be utilized for anti-icing, deicing or pre-wetting, and was specifically designed for the application of salt brine. Liquid brine is ideal for use in downtown core areas to limit material being tracked into stores and buildings.



80-GALLON BRINE SPRAYER

The 80-gallon Brine Sprayer is designed specifically for liquid salt brine application.

The application of brine prevents the bond of snow and ice from freezing to the sidewalk. The use of brine spraying systems to deice sidewalks and other surfaces reduces material and labour costs.



SNOW LION ICE-BREAKER

The Trackless Snow Lion Ice-Breaker is designed to pulverize ice and hard-packed snow that can build up on sidewalks and walkway surfaces over time. The prevention of potential slip and falls is a significant concern for all municipalities, and the Ice-Breaker attachment was explicitly designed for this purpose.

The Ice-Breaker can operate regardless of temperature or climate and can provide effective ice control in temperatures that may render deicing agents ineffective. The Ice-Breaker features a double pulverizing roller system, which provides two passes in one.



INDEPENDENT ROLLER SUSPENSION

Each cutter on the Ice-Breaker attachment is mounted with a spring-loaded suspension. This allows the cutters to follow uneven surfaces such as curbs.



SPRING ATTACHMENTS

ROTARY FINISHING MOWERS



14' ROTARY FINISHING MOWER

The 14' Rotary Finishing Mower was designed to drastically reduce mowing time in large areas such as campuses and parks.

The three-section, front-mounted Mower provides the flexibility required to avoid scalping on undulating ground. The Mower's 72" main deck is powered by the tractor's PTO, while the two hinged 48" wings are powered independently by the tractor's hydraulics.

Safety switches shut off the wings automatically when raised.

The Mower's cutting height ranges from 1½" to 4" and can be adjusted in ½" increments.

For side slope cutting, axle extensions and Terra Grip Turf tires are available.



72" ROTARY FINISHING MOWER

The Trackless 72" Rotary Finishing Mower is designed for close trimming with a full-width rear discharge. Four large gauge wheels and a flexible attaching frame allow accurate cutting on rolling ground.

The MT's hydrostatic transmission allows the operator to maintain the optimum cutting speed in various conditions.



10' ROTARY FINISHING MOWER

The 10' Rotary Finishing Mower is a mid-sized mower option for customers looking to mow large areas without compromising manoeuvrability. Operators are able to easily manoeuvre around obstacles such as signs, flower beds and trees with the 10' Mower.

The Mower is comprised of three sections: a 72" main mower deck and two 24" mower wings. For safety, the 10' Rotary Finishing Mower is equipped with safety switches that shut off the wings automatically when raised.

SPRAY ARM

WATERING HEAD

The Spray Arm's watering head was primarily designed to water hanging flower baskets. However, the attachment can also be utilized to water flower beds in remote locations.

An in-cab rotary dial allows the operator to select the volume of water in litres to be dispersed. For example, setting the dial to 0 will disperse ½ litre; setting the dial to 1 will disperse 1 litre; setting the dial to 2 will disperse 2 litres, and so on. For continuous water flow, set the dial to 9 and then press and hold the on/off button on the joystick.

Operating the Spray Arm is simple: manoeuvre the tractor and attachment into position, select the desired water volume and press the on/off button on the joystick. When the water shuts off, the operator can shift or rotate the Spray Arm back towards the tractor and move on to the next plant.



180 DEGREE BOOM ROTATION

The operator can rotate the entire boom assembly 180°; this allows the attachment to water on the tractor's left or right side and any position in between. Additionally, the Spray Arm is equipped with a 40" side shift.



SPRAY ARM

SPRAY HEAD

The Trackless Spray Arm is the ideal solution for spraying weeds in the summer months. The attachment features two interchangeable spray heads, allowing for efficient use in a variety of scenarios.

The double-sided spray head was designed for spraying around guard rails and barriers.

The flexible spray head is spring-mounted and was designed for spraying against fences or other obstacles.



150-GALLON WATER TANK

The 150-gallon (565 L) Water Tank has many applications. The Tank can be used with the Spray Arm, Brine Spray System, and Spray Bar Kits for Power Angle Sweepers, the Pickup Sweeper and the Asphalt Cold Planer.

The stainless steel Water Tank is designed to mount within the Dump Body attachment.



80-GALLON WATER TANK

The 80-gallon (300 L) Water Tank is moulded from semi-translucent polypropylene.

It includes a 12V electric pump, adjustable relief valve, hose, and a harness with a trailer plug to connect to the rear of the MT. A large lid can accommodate filling from a variety of water sources.

The Trackless Water Tank attachment is ideal for dust suppression when combined with optional Spray Bar Kits.

POWER ANGLE SWEEPER

The Power Angle Sweeper can be used to perform a wide variety of tasks every month of the year, making it one of the most cost-effective and versatile attachments to own. In addition to sweeping snow, sand, gravel or other debris from sidewalks, parking lots and cul-de-sacs, the Sweeper can be used to dethatch large lawns and playing fields.

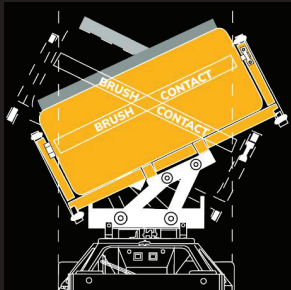
The high-output hydraulics of the Trackless MT directly drive the broom head, while a relief valve protects the core from twisting in overload conditions. The scissor frame is designed to automatically centre the sweeping pattern in front of the tractor as the broom is angled. Colour-coded quick couplers and integrated storage stands contribute to the attachment's ease of use.

The Sweeper is available with 3 bristle options to accommodate various applications: all poly, ½ poly and ½ wire, and all wire.

Available widths: 3', 4', 5', 6', 7' and 8'.



SCISSOR FRAME
CENTRES BRUSH HEAD



PICKUP SWEEPER

The winter battle can leave a considerable accumulation of sand and other debris on sidewalks. The Trackless Pickup Sweeper is the ideal attachment for your sidewalk spring clean-up.

The Sweeper is driven for one or more blocks collecting debris in its path and emptied by a hydraulically controlled bottom gate.

Rubber skirting on the sides and front help control dust. Adding the optional Spray Bar Kit and Water Tank attachment provides additional dust suppression.



LINE & STENCIL PAINTER

The Trackless Line and Stencil Painter attachment is used for both straight line and stencil painting.

For straight line painting, simply remove the cart, set up the spray gun and proceed.

For stencil painting, a hose reel and hand wand are provided. Stencils can be stored in one of the two storage drawers.



SUMMER ATTACHMENTS BOOM FLAIL MOWER

Almost every municipality has several areas which are challenging, unsafe or impossible to mow. Ditches, steep inclines, over guard rails and waters-edge cutting become problems of the past once the Trackless Boom Flail Mower enters the scene.

Benefits:

- Front-mounted for better visibility compared to side or rear mount boom flails, resulting in less operator fatigue and safer operation.
- The compact size of the MT and Boom Flail decreases interference with passing traffic compared to larger agricultural-type tractor/mower combinations. The compact size is also beneficial when transporting to and from the job site.
- Hydrostatic speed control allows the operator to react to oncoming obstacles for optimum safety and productivity.
- The Boom Flail can be removed from the MT within minutes, allowing the operator to mount another attachment and move on to the next task.



74" FRONT FLAIL MOWER

The Front Flail Mower was designed to cut heavier grass, weeds, scrub and light brush where a standard rotary lawn mower could not cope. An enclosed mower housing and rubber safety skirts keep the cut grass, mulch and other debris within the cutting chamber. This allows for safe mowing near roads, parks and other busy areas.

Large gauge wheels and a full-width gauge roller give the mower front-to-rear flexibility, allowing it to follow ground contours, producing an even cut without turf damage.



AERATOR

The Aerator is mounted to the front of the Trackless MT, allowing the operator to keep the implement in their sight at all times. The tine discs swivel with the tractor. This feature allows the operator to steer around obstacles without having to raise the attachment as with conventional, rear-mounted aerators.

With the front-mount design, the operator can lift the Aerator, shift the MT into high range, and move to the next job site without having to trailer the equipment.



COLD PLANER

Sidewalk maintenance doesn't stop when the snow melts. Winter freeze-thaw cycles can cause frost heave and wreak havoc on pedestrian walkways, creating differences in sidewalk elevations. These repairs are often outsourced to companies specializing in slab jacking (mudjacking), grinding or milling.

However, a public works department equipped with a Trackless MT and Cold Planer can repair concrete or asphalt surfaces in a cleaner, faster and more cost-effective manner, saving the municipality from unnecessary costs.

DEEP REDUCTION (OPTION)

The Trackless MT is available with a mechanical, 10:1 planetary Deep Reduction transfer case. When engaged, maximum speed of the tractor is 10 feet per minute. The Deep Reduction generates 10 times the wheel torque compared to normal low range. Achieving creeper gear speeds any other way may be cheaper but will not provide the same performance.

The Trackless Deep Reduction results in smoother, surge-free operation of the Cold Planer. Tilt, depth, and side shift controls add to the attachment's precision, and when combined with the articulation of the Trackless MT, gives the operator ultimate manoeuvrability.

YOUR CHOICE, ASPHALT OR CONCRETE

The Asphalt Cold Planer is ideal for repairs to asphalt abutting manhole covers, curbsides, gutters and driveways. It can also be used for pothole repairs as well as utility cuts.

The primary function of the Concrete Cold Planer is to mill sidewalk elevation differences. However, municipalities have also utilized the Concrete Cold Planer to mill elevated curbs, driveway entrances and wheelchair access ramps.



SIDEWALK MILLING VS COSTLY ALTERNATIVE



SPRAY BAR KITS

The Trackless Spray Bar Kits can be utilized with Power Angle Sweepers, the Pickup Sweeper and the Asphalt Cold Planer.

When coupled with either the 80-gallon or the 150-gallon Water Tank, the Spray Bar Kits provide excellent dust suppression.



BOOM SPRAYER

A 14' wide Boom Sprayer is available and mounts to the rear of the 80-gallon Water Tank frame. The Sprayer's booms can be folded inwards for easy transportation. Additionally, the Boom Sprayer features a forward and reverse break-away system.



STUMP GRINDER

The Trackless front-mounted Stump Grinder has a 24" diameter rotor with 34 bolt-on carbide teeth. The tractor's hydraulic system powers the Stump Grinder. Joystick controls provide precise and accurate operation.

The attachment and tractor can be easily manoeuvred and driven from one job site to another.



FRONT END LOADER

The Trackless self-levelling Front End Loader is ideal for lighter work required by grounds maintenance departments. Smooth, accurate control of the Loader by way of the joystick, combined with the articulated steering of the tractor, allows the operator to manoeuvre with precision and place material exactly where required.

Available in 49" and 77" widths.

FASTER PICK UP, LESS PERSONNEL, HEAVIER LOADS & FEWER TRIPS

The Trackless Leaf Loader is an advanced and efficient leaf loading attachment, whereby leaves are picked up curbside, mulched, and blown into a truck.

The Leaf Loader can load up to four leaf debris trucks per hour and 100,000 pounds of leaves per day. After using the Leaf Loader for their leaf pick-up programs, many customers claim that they are three to four weeks ahead of schedule.

MULCHING

Leaves can represent up to 20% of a municipality's solid waste. Many municipalities have banned leaf disposal by landfill or incineration, and as others follow, mulching and composting will soon become mandatory as the first step in leaf disposal or recycling.

RECYCLING

Mulch can be sold or offered free of charge to landscapers and the general public for their gardens or flower beds. Although the demand may not be large enough to recycle 100% of the mulch generated, the demand will increase every year once a program is implemented.

NO BAD WEATHER DAYS

With a heated cab, rain, snow or cold weather does not affect the operator's willingness to work. Furthermore, none of these conditions affect the Leaf Loader's ability to pick up the leaves, even if they are frozen to the asphalt.

NO PHYSICAL LABOUR

The operator can remain in the cab and let the Leaf Loader do the work. As with any job where physical demands are high, total mechanization can easily double, if not quadruple, productivity.

LESS TRAFFIC CONGESTION

The Trackless Leaf Loader and truck operate close to the curb, minimizing disturbance to traffic flow.

FALL ATTACHMENTS LEAF LOADER



BUFFALO TURBINE DEBRIS BLOWER

The combination of the Trackless MT and Buffalo Turbine Debris Blower is ideal for leaf and debris clean-up in parks, cemeteries, trails and other areas where larger equipment is not practical.

The Buffalo Turbine Debris Blower is powered by the MT's front PTO. To adjust the velocity of the Debris Blower, simply increase or decrease engine RPM via the hand throttle. Nozzle rotation and speed of nozzle rotation are both controlled by the joystick, providing smooth and accurate control.

Since the Debris Blower utilizes the MT's front PTO and joystick, additional switches or controls are not required. This provides ease of operation and makes installation and removal quick and simple.

A 12" round nozzle is standard; optional shaped nozzles are available.



BEFORE AND AFTER



INFRARED ASPHALT HEATER AND 45KW GENERATOR



SIMPLICITY OF OPERATION

Operation of the Infrared Asphalt Heater is simple: position the Heater over the repair area, activate the tractor PTO, set the cycle time and press the start button.



CONTROLLED CYCLE TIMES

A timer controls heat cycle time. To achieve optimum heating time for the conditions, heat cycle time can be increased or decreased in 2 minute intervals.



NO OPEN FLAME

The Trackless Infrared Heater has no open flame. Instead, electric elements produce an even and controlled heat that will not burn the surface.



MANOEUVRABILITY

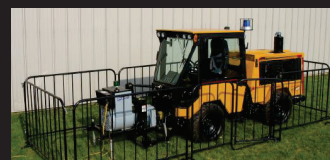
Since the Heater is mounted in front of the tractor, it is easier to manoeuvre and position than towed trailer-mounted units. With the precise control of the tractor's articulated steering, the operator can accurately position the Infrared Asphalt Heater.

TWO MACHINES IN ONE

When the Infrared Asphalt Heater is not in use, it can be separated from the Generator frame by simply removing four pins.

The Generator produces 45 KW and 175 amps. This provides enough power to run welders, portable lighting, pumping stations, and in an emergency situation, essential functions of a municipal building. The Generator comes equipped with both 110 V and 220 V receptacles. For safety, security fencing for both the tractor and Generator is included, as well as safety lockouts.

GENERATOR MAY BE PURCHASED SEPARATELY



ELIMINATE:

- Propane tank storage regulations
- Training/licensing personnel for propane
- Propane tank shortages
- Possibility of leaking valves or tank ruptures
- Open flame in close proximity to propane tanks
- Open flame over or near catch basins or manholes where there is a potential for flammable gases or liquids

SPECIFICATIONS

ENGINE		STD	OPT
John Deere	Model 4045 TFC 03		
Emission Rating	Stage 5		
Displacement	4.5 L	✓	
HP Power Rating	74 HP, 55 KW		
Torque	224 lb-ft, 304 NM @ 1600 r.p.m.		
Bore x stroke	4.2 x 5.0 inch		
Turbocharged			
Equipped with start aid and 1000 watt engine block heater		✓	
Icons and warning messages displayed on digital dash		✓	
Reversing engine fan		✓	
SPEEDS			
Low range	0 to 12 km/h (0 to 8 mph)	✓	
High range	0 to 30 km/h (0 to 19 mph)		
Deep low range	0 to 3 m (10 ft) / min		✓
High range lockout to prevent operation of attachments in high range			✓
P.T.O			
Front PTO	1-3/8" 6 spline, 540 RPM	✓	
Rear PTO	1-3/8" 6 spline, 540 RPM		✓
Twin disc over center clutch with electric over hydraulic actuation		✓	
Reduction box 4:1		✓	
POWERTRAIN			
Sauer Danfoss hydrostatic/electronic transmission and motor		✓	
Control by electronic foot pedal programmed to control hydrostatic independently or both engine RPM and hydrostatic simultaneously		✓	
Trackless mechanical transmission with high/low range and neutral		✓	

POWERTRAIN (CONTINUED)		STD	OPT
Cruise control in low range		✓	
Dana style model 60 full float axles with new heavy-duty alloy spindles and limited slip differentials – 12,000 lb capacity each		✓	
10:1 deep reduction planetary transmission. When coupled to mechanical transmission, 4 speed ranges instead of 2.			✓
Deep low is 0 – 3 m (10 ft) / min			
Electronic locking front differential – will not engage in high range			✓
Axle extensions for slope mowing			✓
HYDRAULICS			
20 gpm hydraulic gear pump driven by timing gears of engine		✓	
14 gpm hydraulic gear pump, only driven with PTO clutch engaged		✓	
Joystick control with 8 backlit membrane switches, 4 float position switches also have additional LED indicator lights. Switches colour coded to circuits. Includes FNR (forward/neutral/reverse) switch.		✓	
6 (3 pair) low volume front hydraulic couplers for attachment control		✓	
4 (2 pair) high volume hydraulic couplers to power attachments requiring approximately 16 gpm		✓	
2 (1 pair) high volume hydraulic couplers at rear of tractor		✓	
Variable flow to rear hydraulics by way of rotary dial switch in cab		✓	
Cartridge-type hydraulic filter mounted at highest point in system to allow dry changes		✓	
Thermostatically controlled bypass from oil cooler for start-up in cold conditions		✓	
Steel hydrostatic lines		✓	
Low hydraulic oil warning		✓	
Inching switch outside cab to control lift cylinders for safe pinning of attachments		✓	

BRAKING		STD	OPT
Hydrostatic dynamic braking programmed for smooth deceleration		✓	
Driveline brake		✓	
Service brake application also activates more aggressive hydrostatic braking		✓	
Mechanical parking brake with warning message displayed on digital dash		✓	
ELECTRICAL			
1000 CCA group 31 battery		✓	
200 amp alternator		✓	
Main circuit breaker protection and mini blade fuses		✓	
Battery disconnect switch		✓	
Switch, wiring and plumbing for spray systems		✓	
CAN wire to front plug to control engine RPM from external source such as Generator/Infrared Asphalt Heater		✓	
7 prong trailer plug		✓	
GPS / Data tracking port			✓
WiFi connected diagnostic			✓
12 volt power point auxiliary outlet for cell phone		✓	
12 volt 2-way radio jacks			
STEERING			
Articulated steering 35 degrees each way		✓	
Orbital hydraulic motor, hydraulic steering cylinder, tilt steering column		✓	
Inside turning radius approximately 8-feet		✓	
High strength spherical bearings for pivot pins and steering pins		✓	
Bearings and pins greaseable		✓	

TIRES & WHEELS		STD	OPT
LT 245/75R x 16	10 ply radial tire on HD 16" 8-bolt rims	✓	
31 x 15.50 x 15	8 ply turf tires on HD 15" 8-bolt rims		✓
Dual 10 ply loader lug tires (8) mounted on 8 rims			✓
Terra Grip Turf			✓
Wheel nut indicators			✓
HITCHES			
Front	Trackless quick hitch with dual lift cylinders	✓	
Rear	Category 1, 3-point hitch with anti-sway bar		✓
LIGHTS			
4 - LED headlights (High/Low beam)			
1 - LED backup light		✓	
2 - Rubber mounted shockproof LED tail lights			
1 - Interior dome light			
Front and rear LED signal lights and 4 way flashers		✓	
8 LED flashing lights above roof, mounted in HVAC guard		✓	
2 on each side for 360 degree visibility, all amber or 4 blue, 4 amber			
Second rear LED backup light			✓
Additional high-mount rear tail lights			✓
Headlight, signal (marker) light guards			✓
FINISH			
All steel components prepped in 5 stage phosphate wash, 2 part epoxy primer with rust inhibitor, 2 part polyurethane automotive top coat		✓	
Latches, linkages, levers, battery hold down straps and bolts, support rods, striker plate, shifter gate and various small brackets zinc plated		✓	
Colour: highway yellow with black trim, grey/black interior		✓	
Custom colours to customer specification			✓

SPECIFICATIONS (CONTINUED)

CAB FEATURES	STD	OPT
Certified ROPS cab structure. Steel roof with rain gutters	✓	
Digital dash: tachometer, speedometer, hour meter, fuel level, engine coolant temp., hydraulic oil temp., engine oil pressure, voltmeter	✓	
7-speed HVAC fans	✓	
HVAC system with auxiliary heat and pressurization	✓	
2 outside and 1 inside rear view mirror	✓	
3-point retractable seat belt	✓	
AM/FM/Bluetooth stereo, dual speakers, external aerial with amplifier	✓	
Cup holder, cell phone holder, door pocket, storage tray	✓	
Heated seat		✓
Fire extinguisher		✓
First aid kit		✓
Gas strut door cylinder and safety strap	✓	
Tilt steering column with horn, signal lever, hazard button	✓	
DOT-approved tinted tempered safety glass	✓	
Left and right side slider windows	✓	
Full colour digital dash including backup camera when in reverse	✓	
3-speed pantograph wiper and windshield washer	✓	
Intermittent front wiper, 2-speed rear wiper and washer	✓	
Conaflex sound deadening, sound barrier floor matting	✓	
Slopemeter		✓
High back, fabric-covered air ride seat	✓	
Left and right arm rest	✓	

EXTERIOR FEATURES	STD	OPT
Steel panels and top hood, 2 hinged access doors, hinged rear grill	✓	
Top, rear and side panels removable without tools	✓	
Heavy-duty 10 gauge steel fenders	✓	
SMV – slow-moving vehicle sign	✓	
Pintle hitch		✓
2-5/16" ball hitch		✓
Rear licence plate bracket and light		✓
SAFETY FEATURES		
Neutral safety start switch	✓	
Automatic hydraulic power shut off if rotary mower wings raised	✓	
Automatic PTO shut down if operator leaves seat	✓	
Automatic engine shut down if operator leaves seat with shifter not in neutral position	✓	
Automatic hydraulic power shut off if operator leaves the seat	✓	
Application of service brake foot pedal activates more aggressive hydrostatic braking in conjunction with the service brake	✓	
Wire finger guard protection from engine fan blades	✓	
Reflective striping on both sides and rear of tractor	✓	
Pinch point, danger and caution decals	✓	
Backup alarm / Backup camera	✓	
White sound reversing alarm		✓
CAPACITIES	US	METRIC
Fuel	Ultra low sulfur diesel ONLY	24.3 gal 94.0 L
Engine Oil	John Deere Plus-50 II or equivalent	2.25 gal 8.5 L

CAPACITIES (CONTINUED)	US	METRIC
Coolant	Must meet ASTM4985 (GM6038M)	5.68 gal 21.5 L
Hydraulic oil	Hydrex MV46 or equivalent	19.8 gal 75.0 L
Differentials	80W90 EP or equivalent	2.4 qt 2.3 L
Reduction gearbox	80W90 EP or equivalent	1.1 qt 1.0 L
Mechanical transmission	80W90 EP or equivalent	3.2 qt 3.0 L
WEIGHTS & DIMENSIONS	US	METRIC
Overall length including rear bumper	149.5 in	3797 mm
Height to top of HVAC system	88.0 in	2235 mm
Track width with radial tires	49.5 in	1257 mm
Overall width including fenders	50.5 in	1283 mm
Weight with oils, coolant and full tank of fuel	6900 lbs	3130 kg
OTHER OPTIONS		
Heated mirrors		
Ride control		
Automatic grease system		
Sun visor		
Locking hoods		
Locking fuel cap		
Roof guard		
Hydraulic oil tank heater		
LED dome light		
Extra set of keys		
Front tractor weight kit		

ATTACHMENTS	REQUIRED
72", 10' or 14' Rotary Finishing Mower	Turf Tires
Aerator	Turf Tires
Front Flail Mower	Turf Tires
Stump Grinder	Turf Tires
Boom Flail Mower	Dual Tires
Asphalt Cold Planer - Deep Reduction Suggested Only	Deep Reduction
Concrete Cold Planer	Deep Reduction
Leaf Loader	Duals on Rear
Electric Infrared Asphalt Heater	
Buffalo Turbine Debris Blower	
Front End Loader with 49" or 77" Bucket	
80-Gallon (300 Litres) Water Tank and Spraying Systems	
150-Gallon (565 Litres) Stainless Steel Water Tank	
Spray Arm	
3', 4', 5', 6', 7' or 8' Power Angle Sweeper	
48" Pickup Sweeper	
51", 60" or 75" Ribbon Snowblower	
51", 60" or 70" Twin Auger Snowblower	
5-Position Folding V-Plow	
5', 6', 7' or 8' Angle Plow	
Fixed V-Plow	
Snow Lion Ice-Breaker	
Rear Mount Sidewalk Spreader	
Tow Behind Spreader	

SERIES 7

LEARN MORE AT [TRACKLESSVEHICLES.COM](https://tracklessvehicles.com)



TRACKLESS VEHICLES

55 THUNDERBIRD DRIVE
P.O. BOX 244, COURTLAND ONTARIO
CANADA N0J 1E0
PHONE (519) 688-0370
FAX (519) 688-3644
tracklessvehicles.com

SOLD AND SERVICED BY

Due to our policy of continuous product improvement, specifications are subject to change without notice.



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

Agenda Item Number

New Business #3b

Tracking Number

PW 2024-49b

Agenda Item Summary Memo

Title: Public Works Equipment and Vehicle Purchases – 2024 Ford F-350

Meeting and Date: Public Works Committee – June 18, 2024

Synopsis: Proposed purchase of budgeted vehicle.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: June 11, 2024
Subject: PW Equipment Purchases

Summary

Staff is proposing the purchase of a rear mounted boom mower and a Trackless utility tractor with attachments.

Background

Utility Tractor and Attachments

The Trackless utility tractor with attachments is budgeted in the approved FY25 budget in an amount of \$250,000. Although this sounds expensive for a utility tractor, it is much more than a typical tractor. I have attached the official brochure to show how versatile this unit can be. The unit we are specifying includes the following equipment:

1. MT 7 tractor
2. 51" ribbon snow blower for use on the bridge, sidewalks, and other hard to reach areas such as the W. Van Emmon street parking adjacent to Rt. 47.
3. 60" snow plow for snow removal
4. Galvanized rear spreader for salting the sidewalks and bridge
5. 72" finish mower for boulevard mowing and city building mowing
6. 120' finish mower for larger areas such as the trails
7. Turf tires so no ruts are left when mowing
8. Used leaf loader to assist in leaf collection in the fall. We feel that this will help us be more efficient with leaf pickup and use less manpower to complete it. We tested this unit last fall and think that it will definitely help this year.

The pricing for the unit is NOT a Sourcewell quote. EJ Equipment is a dealer for Trackless and has dealer direct pricing which is less than the Sourcewell pricing. I have attached both quotes for your review. As you can see, the dealer direct quote of \$238,038 is \$6980.32 less than the Sourcewell quote of \$245,018.32. The Sourcewell quote is a nationwide quote whereas Trackless and EJ Equipment are allowed to be more flexible with the dealer direct quote.

We also compared the Trackless utility tractor with the Holder S75 tractor with attachments. The Holder is a very comparable tractor and has many of the same features and attachments as the trackless. In the end, the Holder was \$1,000 more expensive but did not include the 10' mower or the leaf loader. In addition, the nearest service center for Holder tractors is Minneapolis, MN. The Trackless can be serviced right at EJ equipment in Manteno or Addison, IL.

This purchase is budgeted in the approved FY25 budget at \$250,000 in the PW Capital equipment line item.

Sewer Department Pickup Truck

AT THIS TIME, THIS IS INFORMATIONAL ONLY. I AM WAITING ON THE FINAL QUOTE FROM HAGGARTY FORD. The truck they quoted is not on their lot, it is somewhere in a 600-mile radius. If they can get the truck with no additional costs, the information will be true. If they are not able to hold the price, I will revise the numbers and make a firm recommendation.

This is an approved purchase in the FY25 budget in the sewer department in the vehicle line item with a maximum price of \$60,000. I have attached 3 different quotes that are very similar in build. The first quote is from National Auto Fleet. We have used them in the past to order trucks when they were scarce and had good luck. This would be a build to suit truck that would not be ready until October/November of this year at the earliest. The representative would not give me a firm date and kept stressing that the manufacturer does not give them dates to pass along. This truck is the lowest price at \$53,871, but the wait time is hard to ignore. The Second Quote is from Gjovik Ford for a truck that is on the lot and ready for purchase. The price is \$57,635 and could be ours tomorrow. The third and final quote is from Haggarty Ford. We have used them in the past to purchase a transit van and an F150 for the water department. The quoted price for this truck is APPROXIMATELY \$55,164 and is available now. This truck will be set up for plowing snow and the street department will purchase the snowplow for the truck.

All the quotes are below the budgeted amount and would be a welcome addition to the fleet. With the wait time of at least 5 months, I would recommend that we drop the quote from National Auto Fleet even though it is less expensive by ~\$1,300. Instead, I would recommend the purchase from Haggarty Ford at \$55,164 IF THE FINAL QUOTE COMES IN AT THE SAME PRICE

Recommendations

Utility Tractor – I recommend the purchase of the trackless MT7 and attachments as described in quote Q05276 for an amount not to exceed \$238,038 from EJ Equipment of Manteno, IL

Sewer Department Truck – I recommend the purchase of a Ford F350 in an amount not to exceed \$55,164 from Haggarty Ford of West Chicago, IL IF THE FINAL QUOTE COMES IN AT THE SAME PRICE.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

FALL DELIVERY Sept-Nov

5/9/2024

Quote ID: **38056**

Order Cut Off Date: **TBA**

Eric Dhuse
United City of Yorkville
Public Works

800 Game Farm Road
Yorkville, Illinois, 60560

Dear Eric Dhuse,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 6.75' Box 148" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$55,965.00	\$53,871.18	3.741 %	\$2,093.82
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$53,871.18		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	Description
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)
PRIMARY PAINT	
Code	Description
M7	Carbonized Gray Metallic
SEAT TYPE	
Code	Description
LS	Medium Dark Slate, Vinyl 40/Mini-Console/40 Front Seat, -inc: driver's side manual lumbar
AXLE RATIO	
Code	Description
X37	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
47B	Snow Plow/Camper Package, -inc: computer selected springs for snowplow application and slide-in camper certification, Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Expect firmer ride when vehicle is not equipped w/snowplow and/or camper, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow and/or camper, Note 3: Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see Body Builders Layout Book for details, Rear Stabilizer Bar & Auxiliary Springs
86M	Dual 68 AH/65 AGM Batteries
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp
—	GVWR: 11,400 lb Payload Package
592	LED Roof Clearance Lights
91S	Amber 360 Degree LED Warn Strobes (Pre-Installed), -inc: dual beacon
85S	Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts
61N	Front & Rear Wheel Well Liners (Pre-Installed)
66S	Upfitter Switches (6), -inc: Located in overhead console

OPTION PACKAGE

Code	Description
610A	Order Code 610A

2024 Fleet/Non-Retail Ford Super Duty F-350 SRW XL 4WD SuperCab 6.75' Box 148" WB

WINDOW STICKER

2024 Ford Super Duty F-350 SRW XL 4WD SuperCab 6.75' Box 148" WB		
CODE	MODEL	MSRP
X3B	2024 Ford Super Duty F-350 SRW XL 4WD SuperCab 6.75' Box 148" WB	\$51,155.00
OPTIONS		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)	\$0.00
M7	Carbonized Gray Metallic	\$0.00
LS	Medium Dark Slate, Vinyl 40/Mini-Console/40 Front Seat, -inc: driver's side manual lumbar	\$355.00
X37	3.73 Axle Ratio, (STD)	\$0.00
47B	Snow Plow/Camper Package, -inc: computer selected springs for snowplow application and slide-in camper certification, Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Expect firmer ride when vehicle is not equipped w/snowplow and/or camper, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow and/or camper, Note 3: Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see Body Builders Layout Book for details, Rear Stabilizer Bar & Auxiliary Springs	\$305.00
86M	Dual 68 AH/65 AGM Batteries	\$210.00
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp	\$115.00
—	GVWR: 11,400 lb Payload Package	\$0.00
592	LED Roof Clearance Lights	\$95.00
91S	Amber 360 Degree LED Warn Strobes (Pre-Installed), -inc: dual beacon	\$650.00
85S	Tough Bed Spray-In Bedliner, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595.00
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
66S	Upfitter Switches (6), -inc: Located in overhead console	\$165.00
610A	Order Code 610A	\$0.00
Please note selected options override standard equipment		

SUBTOTAL	\$53,970.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,995.00
TOTAL PRICE	\$55,965.00
Est City: N/A MPG	
Est Highway: N/A MPG	
Est Highway Cruising Range: N/A mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
3939# Maximum Payload
GVWR: 10,500 lb Payload Package
HD Shock Absorbers
Front Anti-Roll
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
AM/FM Stereo w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
Wireless Phone Connectivity
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts

Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Smart Device Integration
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Back-Up Camera

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425



Client Proposal

Prepared by:
Michael Allison
Office: 815-786-3333
Quote ID: YorkX3B
Date: 06/11/2024



Gjovik Ford, Inc. | 12950 E. US Route 34, Plano, Illinois, 60545
Office: 815-786-3333



Prepared by: Michael Allison
06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

Re: Quote ID YorkX3B 06/11/2024

Dear Mr. Bauer,

Thank you very much for this opportunity.

Sincerely,

Michael Allison
Commercial Account Manager



Prepared by: Michael Allison

06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

Table of Contents

Description	Page
Cover Page	1
Cover Letter	2
Table of Contents	3
As Configured Vehicle	4
Pricing Summary - Single Vehicle	7
Window Sticker	8
Vehicle Dimension and Performance	11



Prepared by: Michael Allison

06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X3B	Base Vehicle Price (X3B)	\$51,155.00
Packages		
610A	Order Code 610A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
Powertrain		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas <i>Flex fuel.</i>	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
NONGV3	GVWR: 11,400 lb Payload Package	Included
Wheels & Tires		
TDX	Tires: LT275/70Rx18E BSW A/T (4) <i>Spare may not be the same as road tire.</i>	\$265.00
64F	Wheels: 18" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	\$455.00
Other Options		
148WB	148" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices are good for 10 days from published date.



Prepared by: Michael Allison

06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included
17X	FX4 Off-Road Package <i>Includes:</i> - Hill Descent Control - Off-Road Specifically Tuned Shock Absorbers <i>Includes front/rear.</i> - Transfer Case & Fuel Tank Skid Plates - Unique FX4 Off-Road Box Decal	\$495.00
473	Snow Plow Prep Package Requires 250 Amp Alternator (67E) or 410 Amp Dual Alternator (67B) when ordered with Upfitter Switches (66S) and 120V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. Note: restrictions apply; see supplemental reference or body builders layout book for details. May result in deterioration of ride quality when vehicle is not equipped with snowplow. Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see body builders layout book for details.</i>	\$250.00
86M	Dual 68 AH/65 AGM Batteries	\$210.00
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
18B	Platform Running Boards	\$445.00
592	LED Roof Clearance Lights	\$95.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
435	Power-Sliding Rear-Window w/Defrost	\$405.00
924	Privacy Glass	\$30.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00

Fleet Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices are good for 10 days from published date.



Prepared by: Michael Allison

06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

As Configured Vehicle (cont'd)

Code	Description	MSRP
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
L	Vinyl 40/Mini-Console/40 Front Seat (Fleet) <i>Includes driver's side manual lumbar.</i>	\$355.00
Emissions		
425	50-State Emissions System	STD
Exterior Color		
PQ_01	Race Red	N/C
Interior Color		
LS_02	Medium Dark Slate w/Vinyl 40/Mini-Console/40 Front Seat (Fleet)	N/C
SUBTOTAL		\$55,640.00
Destination Charge		\$1,995.00
TOTAL		\$57,635.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices are good for 10 days from published date.



Prepared by: Michael Allison

06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

\$57,635.00

Subtotal

\$57,635.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Gjovik Ford and Ford Government discount	-\$1,635.00
Doc	Documentry Fee	\$358.03
M Plates	Municipal Plates	\$173.00
Total		\$56,531.03

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices are good for 10 days from published date.



Prepared by: Michael Allison
06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

Major Equipment

(Based on selected options, shown at right)
TorqShift 10-speed automatic

- * Running boards
- * Class V tow rating
- * Front tires LT load rating: E
- * Lock-up transmission
- * Alternator Amps: 250A
- * All-speed ABS and driveline traction control
- * Battery rating: 750CCA
- * Battery run down protection
- * Fuel tank capacity: 34.00 gal.
- * Bluetooth wireless audio streaming
- * AM/FM stereo radio
- * Seek scan
- * Vehicle body length: 238.2"
- * Cab to axle: 39.9"
- * Tire/wheel capacity rear: 7,180 lbs.
- * Spring rating front: 5,950 lbs.
- * Trip computer
- * Power door mirrors
- * Manual folding door mirrors

- Exterior: Race Red
Interior: Medium Dark Slate w/Vinyl 40/Mini-Console/40 Front Seat (Fleet)
- * 18 x 8-inch front and rear argent steel wheels
 - * LT275/70RS18 AT BSW front and rear tires
 - * Overdrive transmission
 - * Transmission electronic control
 - * Stainless steel single exhaust
 - * Driver selectable rear locking differential
 - * Dual lead acid battery
 - * Injection Type: sequential MPI
 - * Steering wheel mounted audio controls
 - * 8 inch primary display
 - * AM/FM
 - * SYNC 4 external memory control
 - * Wheelbase: 148.0"
 - * Axle capacity rear: 7,280 lbs.
 - * Axle capacity front: 6,000 lbs.
 - * Off-road ride suspension
 - * Rear window defroster
 - * Heated driver and passenger side door mirrors
 - * DRL preference setting

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	\$51,155.00
Order Code 610A	N/C
Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
Transmission: TorqShift-G 10-Speed Automatic	Included
148" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player	Included
Fleet Customer Powertrain Limited Warranty	N/C
50-State Emissions System	STD
SYNC 4	Included
Race Red	N/C
Medium Dark Slate w/Vinyl 40/Mini-Console/40 Front Seat (Fleet)	N/C
Vinyl 40/Mini-Console/40 Front Seat (Fleet)	\$355.00
Electronic-Locking w/3.73 Axle Ratio	\$430.00
GVWR: 11,400 lb Payload Package	Included
Tires: LT275/70Rx18E BSW A/T (4)	\$265.00
Wheels: 18" Argent Painted Steel	\$455.00
FX4 Off-Road Package	\$495.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices are good for 10 days from published date.



Prepared by: Michael Allison
06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

Major Equipment

- * Daytime running lights
- * Variable intermittent front windshield wipers
- * Rear under seat climate control ducts
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- * Fixed rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Bucket front seats
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * 4-wheel disc brakes
- * Brake assist system
- * Hill Start Assist
- * Deep tinted windows
- * Manual climate control
- * Driver front impact airbag
- * Cancellable front passenger air bag
- * 6 airbags
- * SecuriLock immobilizer
- * 60-40 folding rear seats
- * Fold-up rear seat cushion
- * Manual rear seat head restraint control
- * Split-bench rear seat
- * Driver seat with 4-way directional controls
- * Height adjustable front seat head restraints
- * Manual reclining driver seat
- * Manual reclining passenger seat
- * Vinyl front seat upholstery
- * Manual driver seat lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill Descent Control

As Configured Vehicle

	MSRP
Hill Descent Control	Included
Off-Road Specifically Tuned Shock Absorbers	Included
Transfer Case & Fuel Tank Skid Plates	Included
Unique FX4 Off-Road Box Decal	Included
Snow Plow Prep Package	\$250.00
120V/400W Outlet	\$175.00
Upfitter Switches (6)	\$165.00
Dual 68 AH/65 AGM Batteries	\$210.00
410 Amp Dual Alternators	\$115.00
Platform Running Boards	\$445.00
LED Roof Clearance Lights	\$95.00
Tough Bed Spray-In Bedliner	\$595.00
Power-Sliding Rear-Window w/Defrost	\$405.00
Privacy Glass	\$30.00
<hr/>	
SUBTOTAL	\$55,640.00
Destination Charge	\$1,995.00
<hr/>	
TOTAL	\$57,635.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices are good for 10 days from published date.



Prepared by: Michael Allison
06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Note: Prices are good for 10 days from published date.



Prepared by: Michael Allison
06/11/2024

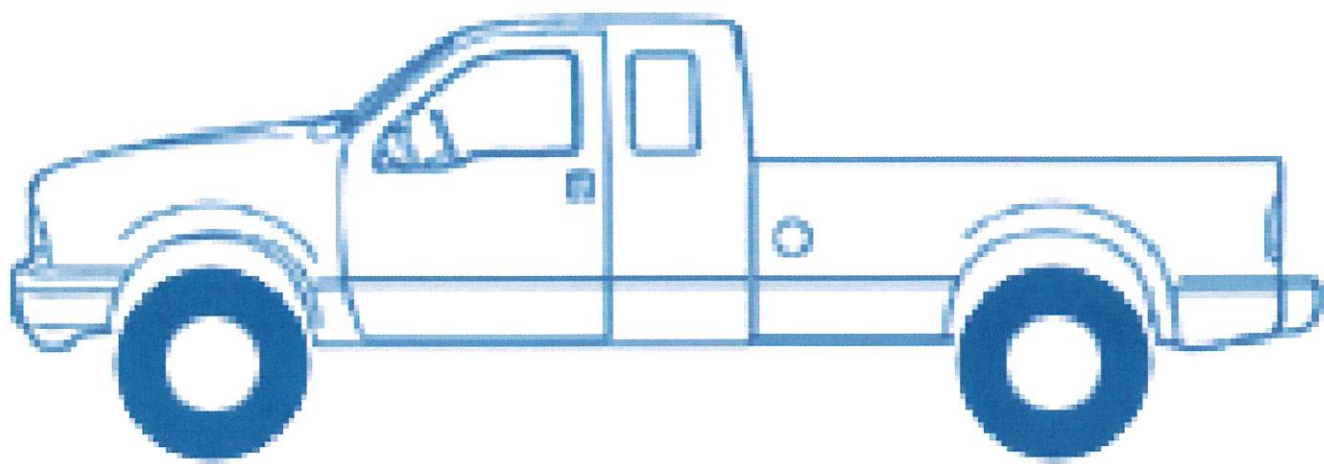
Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 11,400 lbs

GVW Totals

1 Payload - (Added Equipment)	0 lbs
Occupants Weight	900 lbs
Curb Weight (as configured)	6,587 lbs
TOTAL	7,487 lbs

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Note: Prices are good for 10 days from published date.



Prepared by: Michael Allison
06/11/2024

Gjovik Ford, Inc. | 12950 E. US Route 34 Plano Illinois | 60545

2024 F-350 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X3B)

Price Level: 425 | Quote ID: YorkX3B

Vehicle Dimension and Performance Summary (cont'd)

Payload	4,776 lbs
Useable Payload	3,876 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices are good for 10 days from published date.

KTP-001720 IL 9-NORMAL, NB, 101720, RD251 3642

ULC | U | W | C |
CERT | CERT | TRD | RAMP | BUMP | CAMP | BOOK | EXFL | ROTA023322
1059/1580

1FT8X3BA5 RED90261 NB FEPL



ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2024 F350 SRW 4X4 SUPERCAB
XL 148" WB STYLESIDE
6.8L DEVC2 NA PFI V8 ENGINE
10-SPEED AUTO TORQSHIFT-GEXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE VINYL

RE D90261

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS - INTERMITTENT

INTERIOR

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING/TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

(MSRP)

OPTIONAL EQUIPMENT/OTHER

- PREFERRED EQUIPMENT PKG.610A
- 10-SPEED AUTO TORQSHIFT-G
- LT245/75R17E BSW ALL-TERRAIN
- 3.73 ELECTRONIC-LOCKING AXLE
- FRONT LICENSE PLATE BRACKET
- PLATFORM RUNNING BOARDS
- 10500K GVWR PACKAGE
- 50 STATE EMISSIONS
- BACKGLASS DEFROST
- 120W/400W OUTLET
- POWER SLIDING REAR WINDOW
- SNOW PLOW PREP PACKAGE
- INTERIOR WORK SURFACE
- ROOF CLEARANCE LIGHTS
- JACK
- UPFITTER SWITCHES
- 410 AMP ALTERNATOR
- DUAL BATTERY
- PRIVACY GLASS
- XL DRIVER ASSIST PACKAGE
- XL CHROME PACKAGE
- FOG LAMPS

NO CHARGE

165.00

430.00

NO CHARGE

445.00

NO CHARGE

175.00

405.00

250.00

140.00

95.00

165.00

115.00

210.00

30.00

730.00

225.00

PRICE INFORMATION

BASE PRICE

\$51,155.00

TOTAL OPTIONS/OTHER

3,580.00

TOTAL VEHICLE & OPTIONS/OTHER

54,735.00

DESTINATION & DELIVERY

1,895.00

TOTAL MSRP \$56,730.00

RAMP ONE

RC73

RAMP TWO

RAIL

ITEM #:

41-2514 O/T 2

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

RD251 N RB 2X 425 001720 04 25 24

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

California Air Resources Board

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

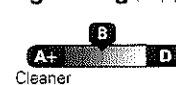
Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)



Using alternative fuels may change scores.

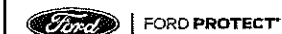
Smog Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977-2023 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN QR TEXT 1FT8X3BA5RED90261 TO 48025

www.ford.com/help/privacy-terms



330 E. Roosevelt Rd., West Chicago, IL 60185
Ph: (630) 231-3200

Haggerty Ford
330 E. Roosevelt Rd
WEST CHICAGO, IL 60185
Ph: (630) 231-3200

DATE 06/11/2024 Salesman Matt Mayes
NAME UNITED CITY OF YORKVILLE STOCK # LOC261
CO-BUYER _____ EMAIL jbauer@yorkville.il.us
ADDRESS 800 GAME FARM RD CELL PHONE _____
CITY YORKVILLE STATE IL ZIP 60560 HOME PHONE _____
HOME PHONE _____
please enter my order for the following: ☐ New ☐ Demo ☐ Used

	YEAR	NAME	MODEL	COLOR	MILEAGE	SERIAL #
BOUGHT	2024	Ford	F-350	WHITE	0	LOC261
TRADED						

CASH	
SELLING PRICE	54,633.00
TRADE	
DISCOUNT	
CASH	
DIFFERENCE	54,633.00
TAXES	
LICENSE &	
TITLE	173.00
ADMINISTRATIVE	
FEES & CHARGES	358.00
SUB	
TOTAL	55,164.00
PAYOFF	
ON TRADE	
SUB	
TOTAL	55,164.00
FACTORY	
REBATE	
SERV CONT	
DEPOSIT	
BALANCE DUE	
ON DELIVERY	55,164.00

ADMINISTRATIVE FEES AND CHARGES; AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE. AN ADMINISTRATIVE FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO CLOSING OF A SALE. THE BASE ADMINISTRATIVE FEE ENDING JANUARY 1, 1992 WAS \$40.00. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR ADMINISTRATIVE FEES & CHARGES IS THE BASE ADMINISTRATIVE FEE OF \$40.00 WHICH SHALL BE SUBJECT TO AN ANNUAL ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

NOTICE: THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

No Public Liability or Property Damage Insurance Issued With This Transaction.

ALL WARRANTIES, IF ANY, BY MANUFACTURERS OR SUPPLIER OTHER THAN DEALER ARE THEIRS. NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (A) ON ALL GOOD AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE SOLD AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED.

This is a non-binding order.

☐ NOTICE - If the box to the left is checked, the automobile purchased herein is a demonstrator which has been pre-used and may have incurred certain body repairs as a result of such usage.

The purchaser represents and warrants that he is of legal age; that he has title to and good right to sell and dispose of the used car traded in described above, that there are no liens, claims and/or encumbrances thereon, and agrees to furnish good and sufficient title and hereby grants Haggerty Ford power of attorney to assign and endorse said title for him, and to sign any and all applications which would be necessary to register title to car being purchased in any state or territory. After careful inspection and demonstration, the undersigned purchases the above vehicle with equipment at the prices and on the terms specified above.

TRANSFER OF TITLE TO ABOVE AUTOMOBILE IS SUBJECT TO FINAL, PAYMENT OF ANY AND ALL CHECKS CLEARING BANK UPON WHICH IS DRAWN.

SIGNED _____ PURCHASER

SIGNED _____ CO-BUYER



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

Agenda Item Number

New Business #4

Tracking Number

PW 2024-50

Agenda Item Summary Memo

Title: IGA Between Yorkville Bristol Sanitary District

Meeting and Date: Public Works Committee – June 18, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 13, 2024
Subject: YBSD Intergovernmental Agreement

Summary

Consideration of an intergovernmental agreement with Yorkville Bristol Sanitary District (YBSD) covering cost share responsibilities for design engineering, construction engineering and constructions costs for the Center Street watermain extension.

Background

This item was last discussed by the City Council in December 2023, when the City Council approved a design engineering agreement with EEI for the Center Street watermain extension. This watermain extension is necessary for the YBSD plant expansion. Since the design engineering contract approval, the project has been bid out and there are companion bid awards and construction engineering agreements up for consideration on the June PW agenda. This intergovernmental agreement covers YBSD's responsibility for the cost of the project, minus a ~13% City share of the cost to cover the oversizing of one section of the watermain. This project is budgeted in the Water Fund in FY 25.

Recommendation

Staff recommends approval of the agreement with Yorkville Bristol Sanitary District (YBSD) covering cost share responsibilities for design engineering, construction engineering, and constructions costs for the Center Street watermain extension.

Resolution No. 2024 - ____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND YORKVILLE-BRISTOL SANITARY DISTRICT

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”) and the Yorkville-Bristol Sanitary District (the “*District*”) are units of local government; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (collectively, the “*Authority*”) authorize units of local government to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the District determined that it is necessary and in its best interest to extend its watermain from West Center Street south to River Road and then east to connect to its existing watermain on River Road (the “*Project*”) and has requested the City to undertake the Project on the condition that the District would be responsible for all design fees, engineering fees and construction costs; and

WHEREAS, the Project, as proposed by the District, contemplated an eight (8) inch watermain, however the City has requested that the watermain be increased in size to twelve (12) inches and agrees that the increase in the cost of the Project due to such additional sizing of the watermain be at the sole cost of the City; and

WHEREAS, the District and the City agree it is in the best interests of the community to construct a watermain of twelve (12) inches; and

WHEREAS, the City has determined that it is in the best interest of its residents to enter into an Intergovernmental Agreement, attached hereto as Exhibit “1”, in furtherance of the stated goals and desires set forth above.

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

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

Section 2. That the *Intergovernmental Agreement Between the United City of Yorkville and the Yorkville-Bristol Sanitary District*, attached hereto and made a part hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said Agreement.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

MAYOR

Attest:

CITY CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE UNITED CITY OF YORKVILLE AND THE
YORKVILLE-BRISTOL SANITARY DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 2024, by and between the United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation (hereinafter “City”), and the Yorkville-Bristol Sanitary District (hereinafter “District”).

WHEREAS, the District and the City are units of local government and public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) (the “Act”) and are authorized by the Act and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements of cooperation; and

WHEREAS, the District determined that it is necessary and in its best interest to extend its watermain from West Center Street south to River Road and then east to connect to its existing watermain on River Road (the “Project”) and has requested the City to undertake the Project on the condition that the District would be responsible for all design fees, engineering fees and construction costs; and

WHEREAS, the Project, as proposed by the District, contemplated an eight (8) inch watermain, however the City has requested that the watermain be increased in size to twelve (12) inches and agrees that the increase in the cost of the Project due to such additional sizing of the watermain be at the sole cost of the City; and

WHEREAS, the District and the City agree it is in the best interests of the community to construct a watermain of twelve (12) inches in accordance with the terms and conditions as hereinafter set forth.

NOW THEREFORE, in condition of the premises and the mutual covenants and agreements as hereinafter set forth, the City and the District agree as follows:

Section 1. The above recitals are hereby incorporated by this reference as if fully restated herein.

Section 2. The District and the City hereby agree that the City shall construct the Project on property owned by the District from Center Street to River Road as depicted in Exhibit A, attached hereto and made a part hereof, (the “Premises”) the cost of which to be paid by the District; provided however, the City shall be responsible for that portion of the cost of the Project attributable to the increase of the size of the watermain to twelve (12) inches estimated as follows:

	<u>Total</u>	<u>YBSD</u>	<u>%</u>	<u>City</u>
Estimated Design Fees	\$ 102,990	\$ 89,601	87%	\$ 13,389
Estimated Probable Construction Costs	\$ 517,246	\$ 450,004	87%	\$ 67,242
Estimated Construction Engineering Fees	\$ 74,928	\$ 65,187	87%	\$ 9,741
	\$ 695,164	\$ 604,792		\$ 90,372

Section 3. Within ten (10) business days of the execution of this Agreement, the District shall deposit its share of the estimated cost of the Project with the City and the City agrees to appropriate its share of the total estimated costs of the Project which the City shall hold in a separate account to be used solely for the payment of the Project.

Section 4. The City shall provide the District with copies of the design and engineering plans for the Project. Upon receipt of the plans from the City, the District shall convey a Temporary Construction Easement granting the City rights to enter upon the Premises for the sole purpose of constructing the Project and a Permanent Easement to enter upon the Premises for the purpose of constructing, maintaining and repairing the watermain Project as needed, in the forms as attached hereto as Exhibit B.

Section 4. The City agrees to commence construction of the Project on or before July 15, 2024, and complete the Project on or before November 30, 2024. The City further agrees, within thirty (30) days of completion of the Project, to provide the District with documentation evidencing the actual costs of the Project and a calculation of proportionate share of the Project costs for which the District and the City are responsible. In the event the cost of the Project is less than the amount deposited with the City based upon the estimated Project cost, the City shall refund to the District, within thirty (30) days, eighty-seven percent (87%) of the amount the estimated Project cost was greater than the actual cost of the Project. In the event the actual cost of the Project exceeds the estimated cost as stated above in Section 2, the District agrees to pay the City eighty-seven percent (87%) of the amount in excess of the estimated Project costs within thirty (30) days.

Section 5. The term of this Agreement shall commence upon execution by the parties hereto and terminate upon a final accounting from the City of the actual Project costs and payment of a refund to the District if the estimated costs exceed the actual Project costs or the payment to the City by the District if the estimated costs of the Project was less than the actual costs of the Project.

Section 6. Any term or condition of this Agreement may be amended, deleted or altered only by written agreement approved by and duly executed by the City and the District.

Section 7. This Amendment may be executed in several counterparts that shall be an original and shall constitute but on and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and date first above written.

United City of Yorkville, an Illinois municipal corporation

By: _____
Mayor

Attest:

City Clerk

Date: _____

Yorkville-Bristol Sanitary District

By: _____
President

Attest:

Secretary

Date: _____

Exhibit A

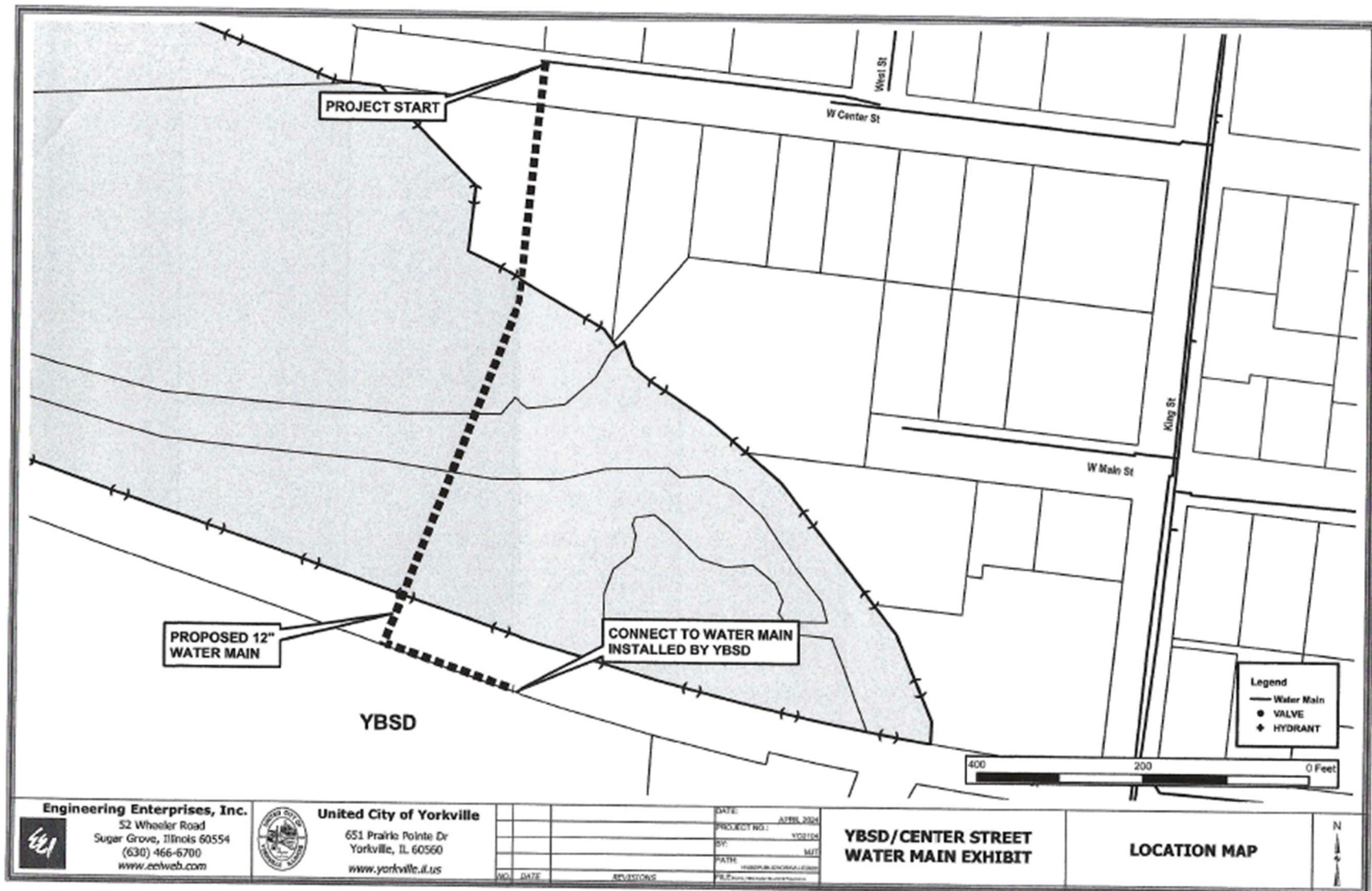
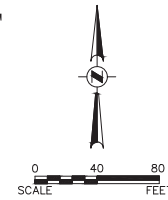


Exhibit B

GRANT OF EASEMENT

TO THE
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS



P.L.N 02-32-201-002

AREAS:
PARCEL 1 = 0.231 ACRES
PARCEL 2 = 0.730 ACRES
PARCEL 3 = 0.578 ACRES

STATE OF ILLINOIS) S.S.
COUNTY OF KENDALL)

I, _____, CITY ENGINEER FOR THE UNITED
CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.
DATED AT YORKVILLE, ILLINOIS THIS ____ DAY OF _____, 2024.

CITY ENGINEER

STATE OF ILLINOIS) S.S.
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,
THIS ____ DAY OF _____, 2024.

BY: _____ MAYOR
ATTEST: _____ CITY CLERK

STATE OF _____)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT _____, A
CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY CONSENT
TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT _____, THIS ____ DAY OF _____, 2024.

BY: _____ PRESIDENT SECRETARY

STATE OF _____)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE
AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____

PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF
AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY
SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED
THERE TO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID
CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC

STATE OF ILLINOIS) S.S.
COUNTY OF KANE)

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS GRANT OF EASEMENT
AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID
PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET
AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,
THIS ____ DAY OF _____, 2024.

By: _____
PROFESSIONAL LAND SURVEYOR #3678
EXP 11/30/24
ENGINEERING ENTERPRISES, INC.
PROFESSIONAL DESIGN FIRM # 184-002003
EXP 04/30/25



LEGAL DESCRIPTIONS:

PARCEL 1: 20' WATER MAIN EASEMENT

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF THE RIGHT OF WAY DEDICATION OF RIVER ROAD, RECORDED AS DOCUMENT NUMBER 201200000743; THENCE SOUTH 14 DEGREES 18 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID DEDICATION, 37.38 FEET TO THE CENTERLINE OF RIVER ROAD, ACCORDING TO THE PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 200700032380; THENCE NORTH 78 DEGREES 28 MINUTES 27 SECONDS WEST, ALONG SAID CENTERLINE, 78.48 FEET; THENCE NORTH 70 DEGREES 47 MINUTES 49 SECONDS WEST, ALONG SAID CENTERLINE, 287.45 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 47 MINUTES 49 SECONDS WEST, ALONG SAID CENTERLINE, 20.00 FEET; THENCE NORTH 20 DEGREES 28 MINUTES 11 SECONDS EAST, 162.57 FEET; THENCE NORTH 12 DEGREES 33 MINUTES 20 SECONDS EAST, 70.72 FEET; THENCE NORTH 39 DEGREES 47 MINUTES 22 SECONDS EAST, 122.76 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 28 SECONDS EAST, 91.64 FEET; THENCE NORTH 12 DEGREES 52 MINUTES 53 SECONDS WEST, 63.30 FEET TO THE NORTH LINE OF THE PARCEL CONVEYED TO THE YORKVILLE BRISTOL SANITARY DISTRICT, RECORDED IN BOOK 114 PAGE 436; THENCE SOUTH 51 DEGREES 06 MINUTES 06 SECONDS EAST, ALONG SAID NORTH LINE, 32.33 FEET; THENCE SOUTH 12 DEGREES 52 MINUTES 53 SECONDS EAST, 41.99 FEET; THENCE SOUTH 10 DEGREES 10 MINUTES 28 SECONDS WEST, 101.00 FEET; THENCE SOUTH 39 DEGREES 47 MINUTES 22 SECONDS WEST, 123.20 FEET; THENCE SOUTH 12 DEGREES 52 MINUTES 53 SECONDS WEST, 67.26 FEET; THENCE SOUTH 20 DEGREES 28 MINUTES 11 SECONDS WEST, 163.51 FEET TO THE POINT OF BEGINNING.

PARCEL 2: TEMPORARY CONSTRUCTION EASEMENT

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF THE RIGHT OF WAY DEDICATION OF RIVER ROAD, RECORDED AS DOCUMENT NUMBER 201200000743; THENCE SOUTH 14 DEGREES 18 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID DEDICATION, 37.38 FEET TO THE CENTERLINE OF RIVER ROAD, ACCORDING TO THE PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 200700032380; THENCE NORTH 78 DEGREES 28 MINUTES 27 SECONDS WEST, ALONG SAID CENTERLINE, 78.48 FEET; THENCE NORTH 70 DEGREES 47 MINUTES 49 SECONDS WEST, ALONG SAID CENTERLINE, 307.75 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 47 MINUTES 49 SECONDS WEST, ALONG SAID CENTERLINE, 80.01 FEET; THENCE NORTH 20 DEGREES 28 MINUTES 11 SECONDS EAST, 159.75 FEET; THENCE NORTH 12 DEGREES 33 MINUTES 20 SECONDS EAST, 81.11 FEET; THENCE NORTH 39 DEGREES 47 MINUTES 22 SECONDS EAST, 121.43 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 28 SECONDS EAST, 63.54 FEET; THENCE NORTH 12 DEGREES 52 MINUTES 53 SECONDS WEST, 117.57 FEET TO THE NORTH LINE OF THE PARCEL CONVEYED TO THE YORKVILLE BRISTOL SANITARY DISTRICT, RECORDED IN BOOK 114 PAGE 436; THENCE SOUTH 60 DEGREES 06 MINUTES 06 SECONDS EAST, ALONG SAID NORTH LINE, 38.32 FEET; THENCE SOUTH 51 DEGREES 06 MINUTES 06 SECONDS EAST, ALONG SAID NORTH LINE, 51.52 FEET; THENCE SOUTH 12 DEGREES 52 MINUTES 53 SECONDS EAST, 63.30 FEET; THENCE SOUTH 10 DEGREES 10 MINUTES 28 SECONDS WEST, 91.64 FEET; THENCE SOUTH 39 DEGREES 47 MINUTES 22 SECONDS WEST, 122.76 FEET; THENCE SOUTH 12 DEGREES 52 MINUTES 53 SECONDS WEST, 70.72 FEET; THENCE SOUTH 20 DEGREES 28 MINUTES 11 SECONDS WEST, 162.57 FEET TO THE POINT OF BEGINNING.

PARCEL 3: TEMPORARY CONSTRUCTION EASEMENT

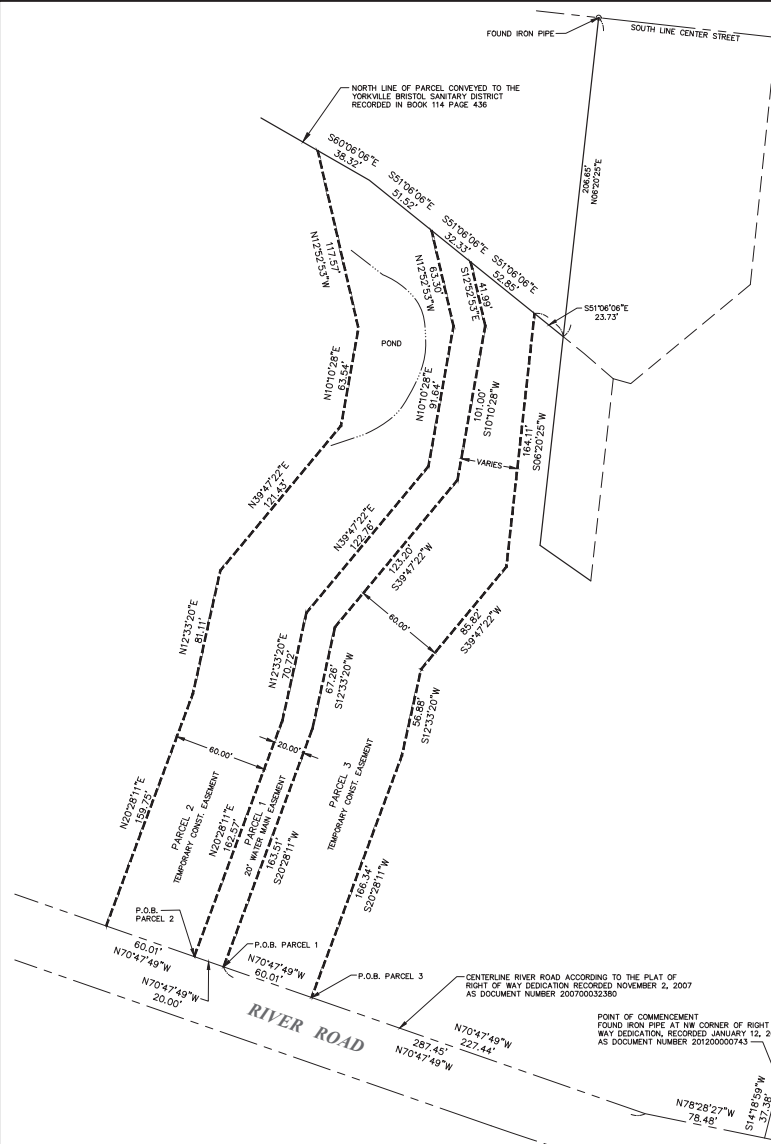
THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF THE RIGHT OF WAY DEDICATION OF RIVER ROAD, RECORDED AS DOCUMENT NUMBER 201200000743; THENCE SOUTH 14 DEGREES 18 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID DEDICATION, 37.38 FEET TO THE CENTERLINE OF RIVER ROAD, ACCORDING TO THE PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 200700032380; THENCE NORTH 78 DEGREES 28 MINUTES 27 SECONDS WEST, ALONG SAID CENTERLINE, 78.48 FEET; THENCE NORTH 70 DEGREES 47 MINUTES 49 SECONDS WEST, ALONG SAID CENTERLINE, 227.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 47 MINUTES 49 SECONDS WEST, ALONG SAID CENTERLINE, 60.01 FEET; THENCE NORTH 20 DEGREES 28 MINUTES 11 SECONDS EAST, 163.51 FEET; THENCE NORTH 12 DEGREES 33 MINUTES 20 SECONDS EAST, 67.26 FEET; THENCE NORTH 39 DEGREES 47 MINUTES 22 SECONDS EAST, 123.20 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 28 SECONDS EAST, 101.00 FEET; THENCE NORTH 12 DEGREES 52 MINUTES 53 SECONDS WEST, 41.99 FEET TO THE NORTH LINE OF THE PARCEL CONVEYED TO THE YORKVILLE BRISTOL SANITARY DISTRICT, RECORDED IN BOOK 114 PAGE 436; THENCE SOUTH 51 DEGREES 06 MINUTES 06 SECONDS EAST, ALONG SAID NORTH LINE, 52.85 FEET; THENCE SOUTH 06 DEGREES 06 MINUTES 25 SECONDS WEST, 164.11 FEET; THENCE SOUTH 39 DEGREES 47 MINUTES 22 SECONDS WEST, 85.82 FEET; THENCE SOUTH 12 DEGREES 52 MINUTES 53 SECONDS WEST, 56.88 FEET; THENCE SOUTH 20 DEGREES 28 MINUTES 11 SECONDS WEST, 166.34 FEET TO THE POINT OF BEGINNING.

WATER MAIN EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "WATER MAIN EASEMENT OR WELL" TOGETHER WITH THE RIGHT OF ACCESS THEREIN. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, ABOVE GROUND AND UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER SYSTEM OF THE UNITED CITY OF YORKVILLE. THESE EASEMENTS MAY BE GRANTED AS WAIVES TO RECEIVE LOCAL SURFACE DRAINAGE, NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. TREES SHALL ONLY BE ALLOWED TO BE PLACED IN SUCH LOCATIONS IN THE EASEMENT AS ARE APPROVED BY THE CITY STAFF TO AVOID ACTUAL CONFLICTS WITH THE WATER MAIN.

THE UNITED CITY OF YORKVILLE AND ITS REPRESENTATIVES SHALL, AT THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER OBSTRUCTION THAT IS ERECTED WITHIN A WATER MAIN EASEMENT, BE REMOVED AT NO COST TO THE CITY. THE COST OF REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER CITY EXPENSES ASSOCIATED THEREWITH, SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT OBSTRUCTION IS LOCATED.

THE CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY; PROVIDED, HOWEVER, THAT THE CITY SHALL BE OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL SURFACES (IN ANY MANNER SUITABLE TO THE CITY) SO AS TO RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND SPILL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.





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

UNITED CITY OF YORKVILLE
651 PRAIRIE POINTE DRIVE
YORKVILLE, IL 60560

NO.	DATE	REVISIONS

GRANT OF EASEMENT

DATE: MAY 14, 2024
PROJECT NO. Y02327
FILE NO Y02327 EASEMENT



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

Agenda Item Number

New Business #5

Tracking Number

PW 2024-51

Agenda Item Summary Memo

Title: Lake Michigan South Receiving Station – Design Engineering Agreement

Meeting and Date: Public Works Committee – June 18, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 13, 2024
Subject: South Receiving Station, Design Engineering Contract

Summary

Consideration of a design engineering agreement with EEI for a south receiving station for the Lake Michigan water source project.

Background

The City Council last discussed this project during the most recent Lake Michigan capital improvement plan reviews in 2023. The City staff have identified the Restore Church property near Route 126 and Route 71 as a suitable property for a southern connection point for the Lake Michigan water source project. Accordingly, the City has engaged a land acquisition specialist to negotiate land acquisition with Restore Church.

This southern connection point will include a DuPage Water Commission (DWC) receiving station building, a booster pump station, and a new 1.5-million-gallon water tower. A concept plan and map is included as an exhibit to the attached design engineering agreement with EEI.

This contract for design engineering services for the receiving station and equipment (and not the water tower) and is for a fixed fee of \$239,743 plus \$30,000 for land acquisition for grand total of \$269,743. The water tower design contract will be brought forward as a separate contract in July. The proposed design engineering contract is included in the FY 25 Water Fund budget. This contract will include work to bring us to bidding of the improvements in Q2 of 2025. The contract includes as an optional line-item various tasks associated with using IEPA low interest loans for this project (we have not included this project in our IEPA funding list yet, and so it would need to be signed off on by IEPA before we can include it). The contract covers subcontractor work on electrical, geotechnical, mechanical, plumbing, structural, and architectural subcontractor services.

Even though the DWC receiving station will be owned by DWC, the City is responsible for the costs of and constructing the building.

Recommendation

Staff recommends approval of a design engineering agreement with EEI for a south receiving station for the Lake Michigan water source project.

**Lake Michigan South Receiving Station
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 \$239,743.00. There is an additional Hourly cost of \$30,000.00 for Land Acquisition – Legal Surveying, for a total cost of \$269,743.00 including Fixed Fee and Hourly costs. 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: ☒ 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) ☒ 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:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2024.

United City of Yorkville

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Angela R. Smith
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.

Lake Michigan South Receiving Station – Design Engineering United City of Yorkville, IL

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to construct a station to connect to receive water supply from DuPage Water Commission (DWC). Items include construction of a new building to house a new pressure adjusting station, including booster pump station (BPS) and pressure reducing station, chemical feed including chlorine and phosphate feed stations, additional structure and piping associated with receiving station at BPS, architectural components, electrical, connection to existing water main, associated water main piping and valves, SCADA upgrades, and generator. A concept site plan of the project can be found in Attachment D of this proposal.

The City has begun implementing a multi-year program to construct required infrastructure to connect to receive water supply from DWC utilizing funds from WIFIA and from the IEPA Public Water Supply Loan Program (PWSLP).

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

2.2 Project Kickoff and Progress Review Meetings (3 Total Meetings with City plus Internal Meetings)

- Project Kick-Off Meeting Between the City and EEI
 - Prepare Discussion Outline and Minutes
 - Attend Meeting at City Hall or Virtual
 - Site Visit After Meeting
- Two (2) Design Progress Meetings Between the City and EEI prior to Bidding
 - Prepare Discussion Outlines and Minutes
 - Attend Meetings at City Hall or Virtual

2.3 Design and Project Manual Preparation for Permit Issue

- Prepare and Coordinate Requests for Information (RFIs) with City
- Review Existing Building Codes
- Confirm Preliminary Engineering Calculations for Determining Design Flow Capacity of the Booster Pump Station
- Prepare Hydraulic Calculations and Pump Sizing for New Booster Pumps
- Design Receiving Station Building, Pumping Equipment, Chlorine Feed Equipment, Phosphate Feed Equipment, Process Piping, Valves, Meter, Underground Utilities Associated with the Receiving Station, and Appurtenances in Accordance with City Standards. Assumes Connecting to Existing Offsite System Piping and Discharge to Watermain.

- Scope includes design for either a recessed pump area or slab-on-grade for design/layout of the Receiving Station BPS, to be confirmed by City at Project Kickoff Meeting.
- Includes Watermain Design Outside the Property Lines (Offsite). Watermain Design Includes Connection to Existing City Distribution Watermain within 500-Feet of the Property Line, and Stub for Future Connection to DWC Piping (Onsite).
- Assumes Sanitary and Storm Piping Connection Points within 500-Feet of the Property Line.
- Geotechnical and Structural Engineering Services will be Required for Foundation for Receiving Station Building.
- Design Receiving Station Building in Accordance with City Standards. Includes Coordination with Electric Utility for Electrical Service to the Station. Assumes New Electrical Service Coordination with ComEd. Assumes Use of a Brick and Block Building, Wood Trusses and Asphalt Shingle Roof to match North Receiving Station (to be confirmed/coordinated with the City and DWC).
- New Permanent Emergency Backup Generator (Diesel) and Automatic Transfer Switch (ATS).
- SCADA and Instrumentation Design and Coordination with the City's System Integrator. Assumes Radio Telemetry.
- Site Design in Accordance with the City Standards. Assumes New Fencing and Gates Around the Site. Scope Includes Asphalt Pavement Access to the Receiving Station Building. Includes Grass Seeding for Groundcover and Natural Site Grading (Match Existing).
 - Does Not Include Landscape Architecture Services, Including Trees or Shrubbery.
 - Does Not Include Stormwater Detention Drainage. Stormwater Design Limited to Connecting to Existing Offsite Storm Sewer.
- Coordination with Subconsultants (Structural, Electrical/SCADA, Mechanical/Plumbing, Geotechnical, Architectural)
- Coordination with DWC and the City on Receiving Station and DWC-owned Metering Station (e.g. architecture)
- Identify and Begin Preparation of Required Plans and Technical Specifications
- Prepare Permit Issue Plans and Specifications (~60%)
- Prepare Plans Necessary to Obtain the IEPA Construction Permit
- Prepare Project Manual, Including Technical Specifications for the Project, Necessary to Obtain the IEPA Construction Permit

2.4 Design and Project Manual Preparation for Bid Issue

- Prepare Final Plans Necessary to Bid the Project (100%)
- Prepare Final Project Manual, Including Technical Specifications for the Project, Necessary to Bid the Project
 - Assumes use of EEL's Standard Contract Documents
- Prepare 60% and 100% Engineer's Opinion of Probable Construction Cost
- Internal QA/QC

2.5 Permitting Coordination

- IEPA Construction Permit Coordination and Acquire Permit
 - Complete All Necessary Permit Application Forms and Schedules

- Coordinate Signatures with City and Submittal of Application Packages to IEPA
- Stormwater Pollution Prevention Plan (SWPP)
- City Building Permit Facilitation

2.6 Bidding and Contracting

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

2.7 WIFIA Loan Coordination

- Coordination with USEPA to furnish required documentation necessary for WIFIA Loan funding (executed engineering agreements, final bid and contract documents, executed construction contracts)
- Advertisement for DBE's consistent with good faith requirements regarding use of DBE's

2.8 Surveying

- Conduct survey of site for proposed Receiving Station for use in design including topographical survey, development of site plan and related drawings
- Coordination with City and Property Owner for access to site

2.9 Environmental Signoff Submittals & Amended Project Plan Coordination with IEPA

- Submittal of revised South Receiving Station project site to appropriate agencies for review including SHPO, EcoCAT, Phase 1 Archeological Survey, Tribal Consultations
- Coordination with IEPA to submit amended project plan for South Receiving Station site
- Coordination with IEPA and City on Preliminary Environmental Impacts Determination (PEID) and Public Hearing, and Advertisement for project and hearing

DIRECT EXPENSES

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

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Two (2) Soil Borings 25' in depth
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

Electrical/SCADA (Consultant To Be Determined)

Mechanical/Plumbing (Consultant To Be Determined)

Structural (Hutter-Trankina Engineering)

Architectural (Allen+Pepa)

LAND ACQUISITION – LEGAL SURVEYING

Land acquisition and legal surveying as required for South Receiving Station site, including ALTA survey, topographic survey, easements, and coordination with City, Property Owner, and City's Property Acquisition Consultant, as required to conform with federal requirements of the Uniform Act (Uniform Relocation Assistance and Real Property Acquisition Policies Act).

A.1 OPTIONAL ADDITIONAL Scope: Illinois Public Water Supply Loan Program (PWSLP) State Revolving Fund (SRF) Loan Application

- To be completed only if City obtains amended project plan approval per Scope Item 2.9
- Prepare Loan Application Form
 - Loan Program Certifications and Resolutions
 - Disbarment, Suspension, and Other Responsibility Matters
 - Intent Regarding National Flood Insurance
 - Project Site Rights of Way, Easements, and Permits
 - Taxpayer ID (FEIN) Certifications
 - Five Officer Certification Form
 - Tax Compliance Certificate and Agreement
 - Authorizing Representative to Sign Loan Documents
 - Certified Bond Ordinance
 - Existing Water Rate Ordinance
 - Water System Information
 - Project Completion Schedule and Estimates
- Financial Coordination with the City
 - Current and Future Debt
 - Comprehensive Financial Projections (5 years)
 - Audited Financial Statements
 - Bond Ratings

NOTES AND EXCLUSIONS

- The above scope of services does not include the following:
 - Construction Engineering
 - Site Survey Outside of Scope Identified in Scope Item 2.9
 - Property Negotiations with Owner pertinent to Land Acquisition
 - Environmental Surveys Beyond Those Noted in Scope Item 2.10
 - WIFIA Loan Application or Loan Processing/Coordination other than items noted in above scope
 - Engineering Related to New South Water Storage Tank
 - Engineering Related to DWC Metering Station
 - Modifications to Existing Well 7 Water Treatment Plant
 - Permitting Coordination Other Than IEPA Construction Permit and City Building Permit
 - Landscape Architecture
- Assumes Existing Connecting Sanitary and Storm Sewers, as well as Watermain, Have Adequate Capacity – Scope Does Not Include Replacement of Existing Utilities
- Assumes Usage of SRF PWSLP Application for North Receiving Station as Basis for South Receiving Station Application
- Assumes South Receiving Station to be Based Upon Design of North Receiving Station, Including Structural, Architectural, Process Equipment/Piping, Electrical, Plumbing, and HVAC Components

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						YO2416-P					
PROJECT TITLE						DATE		PREPARED BY			
Lake Michigan South Receiving Station						6/12/24		EMC / CRW / STD			

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPS 1	PE	SPT 2	SPT 1	ST	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$210	\$186	\$168	\$175	\$164	\$140	\$70		
DESIGN ENGINEERING													
2.1	Project Management and Administration		4	2	16							22	\$ 4,826
2.2	Project Kickoff and Progress Review Meetings (3 Total Meetings with City plus Internal Meetings)		16	12	20		32					80	\$ 16,404
2.3	Design and Project Manual Preparation for Permit Issue		4	16	48		112		60		4	244	\$ 43,856
2.4	Design and Project Manual Preparation for Bid Issue		4	8	32		72		40		4	160	\$ 28,568
2.5	Permitting Coordination				8		16					24	\$ 4,368
2.6	Bidding and Contracting		4	2	16		24					46	\$ 8,858
2.7	WIFIA Loan Coordination				8		16					24	\$ 4,368
2.8	Surveying			9	8	27	8		8			60	\$ 11,527
2.9	Environmental Signoff Submittals and Amended Project Plan Coordination with IEPA		2	12	32		48	24				118	\$ 22,368
Design Engineering Subtotal:			34	61	188	27	328	24	108	-	8	576	\$ 145,143
PROJECT TOTAL:			34	61	188	27	328	24	108	-	8	576	145,143

Notes

Refer to Attachment B - Scope of Services for additional details.

EEI STAFF

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

DIRECT EXPENSES

Printing =	\$	500
Mileage =	\$	100
Electrical/SCADA =	\$	37,500
Geotechnical Engineering =	\$	9,000
MEP Engineering =	\$	15,000
Architectural =	\$	15,000
Structural Engineering =	\$	17,500
DIRECT EXPENSES =	\$	94,600

LABOR SUMMARY

EEI Labor Expenses =	\$	145,143
TOTAL LABOR EXPENSES	\$	145,143

TOTAL COSTS (Fixed Fee) \$ 239,743

LAND ACQUISITION - LEGAL SURVEYING

Land Acq. & Legal Survey =	\$	30,000
TOTAL COST (Hourly)	\$	30,000

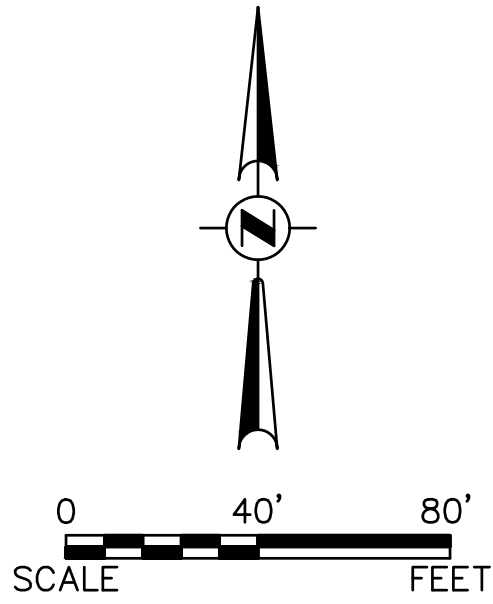
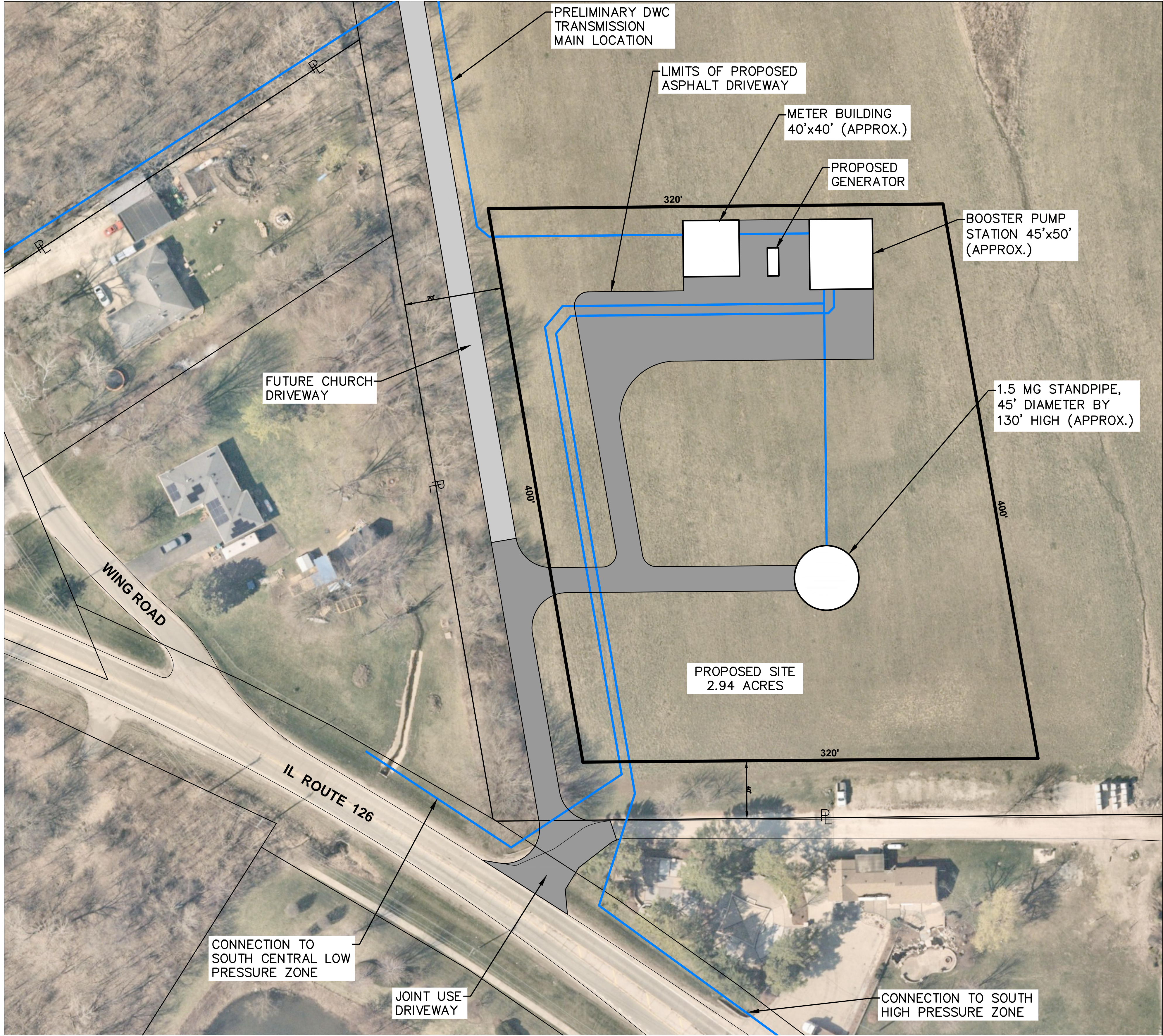
TOTAL COSTS \$ 269,743

OPTIONAL ADDITIONAL ILLINOIS PWSLP LOAN APPLICATION

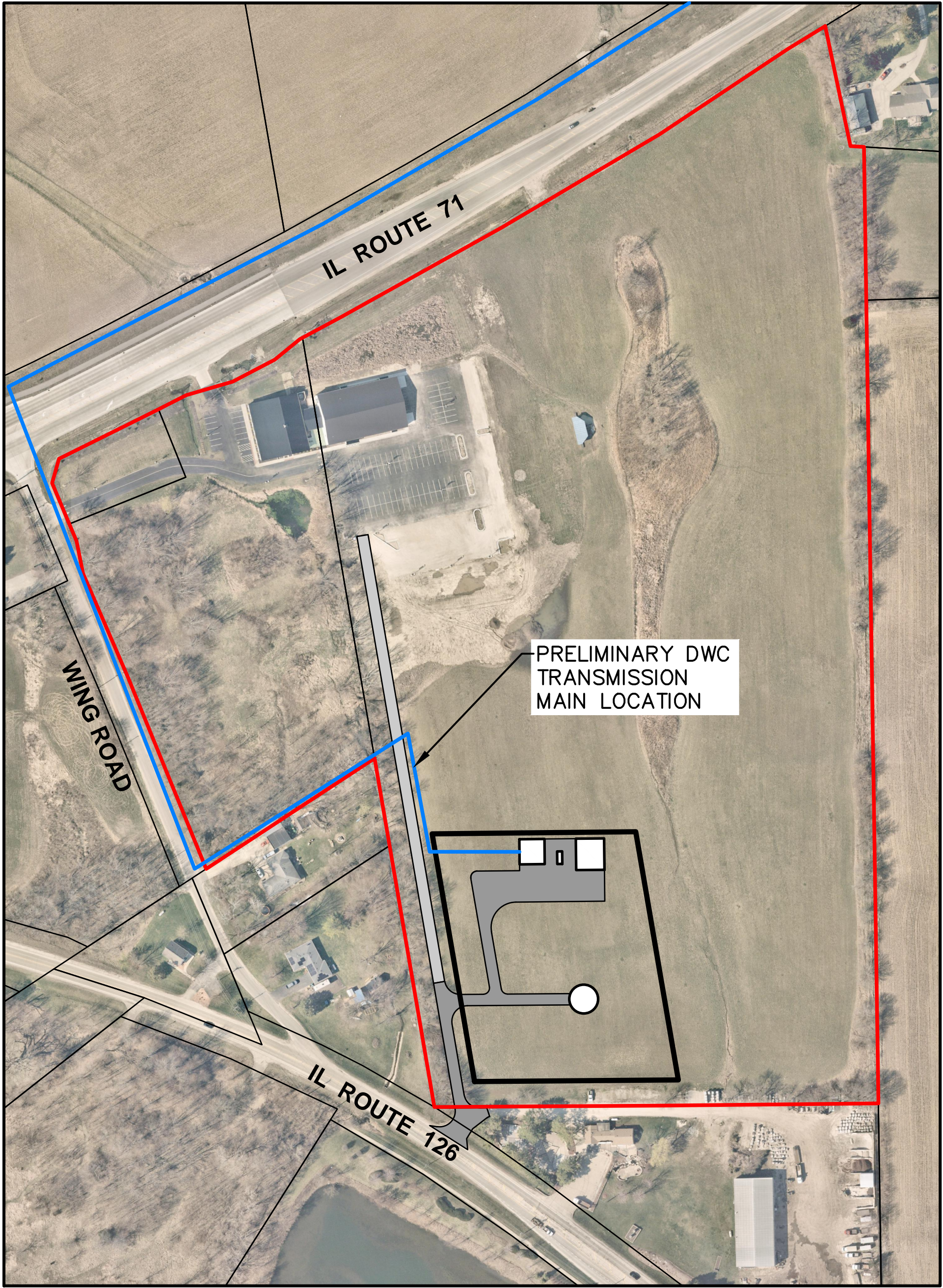
A.1	Illinois PWSLP Loan Application		4	8	16		40					68	\$ 12,992
Design Engineering Subtotal:			4	8	16	-	40	-	-	-	-	68	\$ 12,992



Plotted: March 28, 2024 @ 7:37 AM By: Kris Pung - Tab: Site - 22x34



CONFIDENTIAL



LOCATION MAP
SCALE: 1"=150'

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.



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

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

0 1
Bar represents 1" at
FULL size plotted
scale. Percentage
to 1" to be applied
to stated scales.

NO.	DATE	REVISIONS

LAKE MICHIGAN
PRELIMINARY ENGINEERING

PROPOSED SOUTH DELIVERY STATION
SITE PLAN (PRELIMINARY)

DATE:	MARCH	2024
PROJECT NO:	Y02326	
FILE:	Y02326-SITE	
SHEET	1	OF 1

Path: H:\S05KPRO\VO_YORKVILLE\2023\Y02326\DWG_EXHIBIT\Y02326-SITE

ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT											PROJECT NUMBER			
United City of Yorkville											YO2416-P			
PROJECT TITLE											DATE		PREPARED BY	
Lake Michigan South Receiving Station											6/12/24		EMC	
TASK NO.	TASK DESCRIPTION													
		2024								2025				
		MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	
DESIGN ENGINEERING														
2.1	Project Management and Administration													
2.2	Project Kickoff and Progress Review Meetings (3 Total Meetings with City plus Internal Meetings)													
2.3	Design and Project Manual Preparation for Permit Issue													
2.4	Design and Project Manual Preparation for Bid Issue													
2.5	Permitting Coordination													
2.6	Bidding and Contracting													
2.7	WIFIA Loan Coordination													
2.8	Surveying													
2.9	Environmental Signoff Submittals and Amended Project Plan Coordination with IEPA													
LAND ACQUISITION AND LEGAL SURVEYING														
	Land Acquisition and Legal Surveying													
OPTIONAL ADDITIONAL ILLINOIS PWSLP LOAN APPLICATION														
A.1	Illinois PWSLP Loan Application													



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

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

☐

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

Agenda Item Number

New Business #6

Tracking Number

PW 2024-52

Agenda Item Summary Memo

Title: Lake Michigan North Receiving Station – Design Engineering Agreement

Meeting and Date: Public Works Committee – June 18, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 13, 2024
Subject: North Receiving Station, Design Engineering Contract

Summary

Consideration of a design engineering agreement with EEI for a north receiving station for the Lake Michigan water source project.

Background

The City Council last discussed this project during the most recent Lake Michigan capital improvement plan reviews in 2023. The City staff have identified the Grande Reserve water tower site off of Lehman Crossing Drive as the northern connection point for the Lake Michigan water source project. This connection point will include a DuPage Water Commission (DWC) receiving station building and a pressure adjusting station on the City property that currently holds a water tower and water treatment plant. Of note, the last time this was reviewed by City Council, the staff was recommending to delay booster pump station improvements to defer costs, but we are now recommending this be completed now to take advantage of our recently awarded IEPA low interest loans. A concept plan and map is included as an exhibit to the attached design engineering agreement with EEI.

This contract for design engineering services is for a fixed fee of \$279,368 and is included in the FY 25 Water Fund budget. This contract will include work to bring us to bidding of the improvements in Q2 of 2025. The contract includes various tasks associated with using IEPA low interest loans for this project, and results in the City paying for the entire contract up front and then receiving loan reimbursement once the construction occurs. The contract covers subcontractor work on electrical, geotechnical, mechanical, plumbing, structural, and architectural subcontractor services.

Even though the DWC receiving station will be owned by DWC, the City is responsible for the costs of and constructing the building.

Recommendation

Staff recommends approval of a design engineering agreement with EEI for a north receiving station for the Lake Michigan water source project.

**Lake Michigan North Receiving Station
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 \$279,368.00. 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: ☒ 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) ☒ 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:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2024.

United City of Yorkville

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Angela R. Smith
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.

Lake Michigan North Receiving Station – Design Engineering United City of Yorkville, IL

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to construct a station to connect to receive water supply from DuPage Water Commission (DWC). Items include construction of a new building to house a new pressure adjusting station, including booster pump station (BPS) and pressure reducing station, chemical feed including chlorine and phosphate feed stations, additional structure and piping associated with receiving station at BPS, architectural components, electrical, connection to existing water main, associated water main piping and valves, SCADA upgrades, and generator as well as a new Altitude Valve for the Northeast Elevated Water Storage Tank. A concept site plan of the project can be found in Attachment D of this proposal.

The City has begun implementing a multi-year program to construct required infrastructure to connect to receive water supply from DWC utilizing funds from the IEPA Public Water Supply Loan Program (PWSLP). To be eligible for the loan, the City has an approved Drinking Water Project Plan.

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

2.2 Project Kickoff and Progress Review Meetings (3 Total Meetings with City plus Internal Meetings)

- Project Kick-Off Meeting Between the City and EEI
 - Prepare Discussion Outline and Minutes
 - Attend Meeting at City Hall or Virtual
 - Site Visit After Meeting
- Two (2) Design Progress Meetings Between the City and EEI prior to Bidding
 - Prepare Discussion Outlines and Minutes
 - Attend Meetings at City Hall or Virtual

2.3 Design and Project Manual Preparation for Permit Issue

- Prepare and Coordinate Requests for Information (RFIs) with City
- Review Existing Building Codes
- Confirm Preliminary Engineering Calculations for Determining Design Flow Capacity of the Booster Pump Station
- Prepare Hydraulic Calculations and Pump Sizing for New Booster Pumps
- Design Receiving Station Building, Pumping Equipment, Chlorine Feed Equipment, Phosphate Feed Equipment, Process Piping, Valves, Meter, Underground Utilities Associated with the Receiving Station, and Appurtenances in Accordance with City

Standards. Assumes Connecting to Existing System Piping and Discharge to Watermain at the Receiving Station Property Lines.

- Scope includes design for either a recessed pump area or slab-on-grade for design/layout of the Receiving Station BPS, to be confirmed by City at Project Kickoff Meeting
- Does Not Include Existing System or Watermain Design Outside the Property Lines (Offsite). Watermain Design Includes Connection to Existing City Distribution Watermain and Stub for Future Connection to DWC Piping (Onsite).
- Geotechnical and Structural Engineering Services will be Required for Foundation for Receiving Station Building.
- Design Receiving Station Building in Accordance with City Standards. Includes Coordination with Electric Utility for Electrical Service to the Station. Assumes Adequate Electrical Service Available at the Property Line. Assumes Use of a Brick and Block Building, Wood Trusses and Asphalt Shingle Roof to match existing onsite Water Treatment Plant (to be confirmed/coordinated with the City and DWC).
- Evaluation of Existing Permanent Emergency Backup Generator (Diesel) and Automatic Transfer Switch (ATS) for Continued Use with Receiving Station. If Not Suitable for Reuse, Scope Includes New Diesel Generator and ATS.
- SCADA and Instrumentation Design and Coordination with the City's System Integrator. Assumes Radio Telemetry.
- Site Design in Accordance with the City Standards. Assumes Reuse of Existing Fencing Around the Site (No New Fencing or Gates). Scope Includes Asphalt Pavement Access to the Receiving Station Building. Includes Grass Seeding for Groundcover and Natural Site Grading (Match Existing).
 - Does Not Include Landscape Architecture Services, Including Trees or Shrubbery.
 - Does Not Include Stormwater Detention Drainage. Stormwater Design Limited to Connecting to Existing Onsite Storm Sewer.
- Design a New Altitude Valve for the NE EWST
 - Review of Ground Elevations/Tank Elevations, Pressures/Pressure Zones and Anticipated Altitude Valve Location
 - Conduct Site Visit
 - Coordination with Altitude Valve Station manufacturer
 - Prepare Altitude Valve Station Layout & Piping Drawings Only
 - Prepare Specifications for the Altitude Valve Station
 - Prepare Basis of Design and Buoyancy Calcs for IEPA Permit
- Coordination with Subconsultants (Structural, Electrical/SCADA, Mechanical/Plumbing, Geotechnical)
- Coordination with DWC and the City on Receiving Station and DWC-owned Metering Station (e.g. architecture)
- Identify and Begin Preparation of Required Plans and Technical Specifications
- Prepare Permit Issue Plans and Specifications (~60%)
- Prepare Plans Necessary to Obtain the IEPA Construction Permit
- Prepare Project Manual, Including Technical Specifications for the Project, Necessary to Obtain the IEPA Construction Permit

2.4 Design and Project Manual Preparation for Bid Issue

- Prepare Final Plans Necessary to Bid the Project (100%)

- Prepare Final Project Manual, Including Technical Specifications for the Project, Necessary to Bid the Project
 - Assumes use of EEI's Standard Contract Documents
- Prepare 60% and 100% Engineer's Opinion of Probable Construction Cost
- Internal QA/QC

2.5 Permitting Coordination

- IEPA Construction Permit Coordination and Acquire Permit
 - Complete All Necessary Permit Application Forms and Schedules
 - Coordinate Signatures with City and Submittal of Application Packages to IEPA
- Stormwater Pollution Prevention Plan (SWPP)
- City Building Permit Facilitation

2.6 Bidding and Contracting

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

2.7 Illinois Public Water Supply Loan Program (PWSLP) State Revolving Fund (SRF) Loan Application

- Prepare Loan Application Form
 - Loan Program Certifications and Resolutions
 - Disbarment, Suspension, and Other Responsibility Matters
 - Intent Regarding National Flood Insurance
 - Project Site Rights of Way, Easements, and Permits
 - Taxpayer ID (FEIN) Certifications
 - Five Officer Certification Form
 - Tax Compliance Certificate and Agreement
 - Authorizing Representative to Sign Loan Documents
 - Certified Bond Ordinance
 - Existing Water Rate Ordinance
 - Water System Information
 - Project Completion Schedule and Estimates
- Financial Coordination with the City
 - Current and Future Debt
 - Comprehensive Financial Projections (5 years)
 - Audited Financial Statements
 - Bond Ratings

2.8 WIFIA Loan Coordination

- Coordination with USEPA to furnish required documentation necessary for WIFIA Loan funding (executed engineering agreements, final bid and contract documents, executed construction contracts)

- Advertisement for DBE's consistent with good faith requirements regarding use of DBE's

2.9 Surveying

- Confirmatory Topographical Survey of the Receiving Station Building Area, Including Connecting Utilities

DIRECT EXPENSES

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

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Two (2) Soil Borings 25' in depth
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

Electrical/SCADA (Consultant To Be Determined)

Mechanical/Plumbing (Consultant To Be Determined)

Structural (Hutter-Trankina Engineering)

Architectural (Allen+Pepa)

NOTES AND EXCLUSIONS

- The above scope of services does not include the following:
 - Construction Engineering
 - Site Survey Outside of Scope Identified in Scope Item 2.9
 - Land Acquisition and Property Negotiations
 - Environmental Surveys
 - WIFIA Loan Application or Loan Processing/Coordination other than items noted in above scope
 - New Electrical Service (assumes connecting to existing 480V service at site)
 - Engineering Related to New NW Elevated Water Storage Tank
 - Engineering Related to DWC Metering Station
 - Modifications to Existing Wells 8 & 9 Water Treatment Plant
 - Permitting Coordination Other Than IEPA Construction Permit and City Building Permit
 - Landscape Architecture
- Assumes Existing Onsite Sanitary and Storm Sewers, as well as Watermain, Have Adequate Capacity – Scope Does Not Include Replacement of Existing Utilities

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						YO2415-P		
PROJECT TITLE						DATE		PREPARED BY
Lake Michigan North Receiving Station						6/12/24		EMC / CRW / STD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPS 1	PE	SPT 2	SPT 1	ST	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$210	\$186	\$168	\$175	\$164	\$140	\$70		
DESIGN ENGINEERING													
2.1	Project Management and Administration		6		16							22	\$ 4,836
2.2	Project Kickoff and Progress Review Meetings (3 Total Meetings with City plus Internal Meetings)		16	16	20		32					84	\$ 17,368
2.3	Design and Project Manual Preparation for Permit Issue		8	24	48		140		80		4	304	\$ 54,752
2.4	Design and Project Manual Preparation for Bid Issue		4	16	40		88		72		4	224	\$ 40,112
2.5	Permitting Coordination				8		16					24	\$ 4,368
2.6	Bidding and Contracting		4	2	16		24				4	50	\$ 9,138
2.7	Illinois PWSLP Loan Application		4	16	24		60					104	\$ 19,960
2.8	WIFIA Loan Coordination				8		16					24	\$ 4,368
2.9	Surveying				12	9	4					25	\$ 4,866
Design Engineering Subtotal:			42	74	192	9	380	-	152	-	12	708	\$ 159,768
PROJECT TOTAL:			42	74	192	9	380	-	152	-	12	708	159,768

EEI STAFF

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

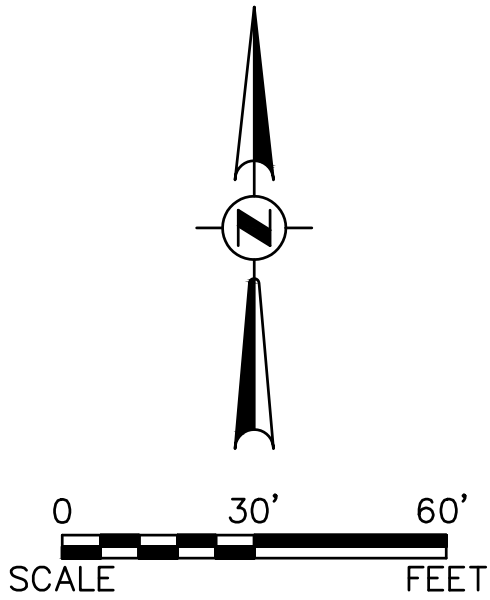
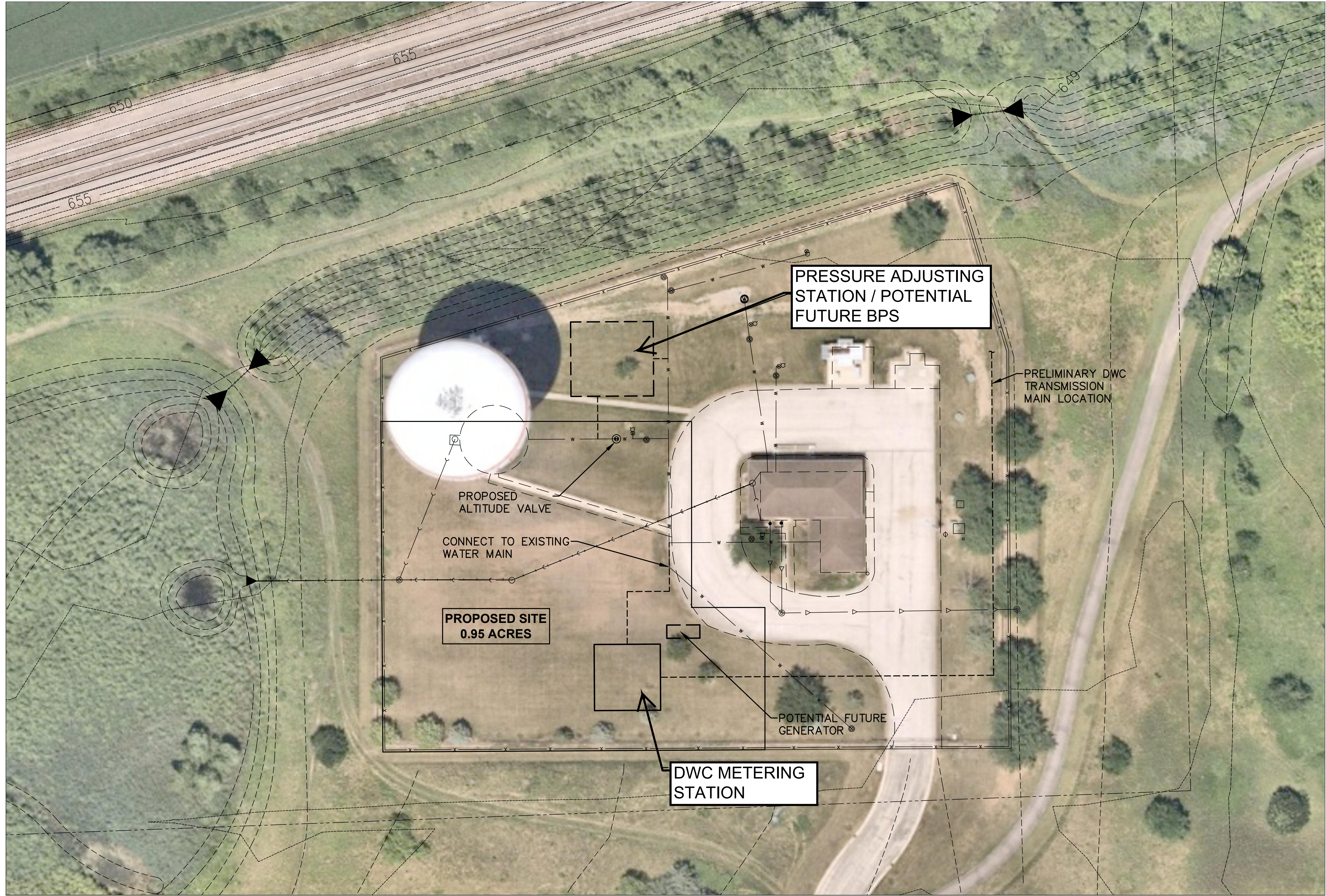
DIRECT EXPENSES

Printing =	\$ 500
Mileage =	\$ 100
Electrical/SCADA =	\$ 45,000
Geotechnical Engineering =	\$ 9,000
MEP Engineering =	\$ 20,000
Architectural =	\$ 20,000
Structural Engineering =	\$ 25,000
DIRECT EXPENSES =	\$ 119,600

LABOR SUMMARY

EEI Labor Expenses =	\$ 159,768
TOTAL LABOR EXPENSES	\$ 159,768

TOTAL COSTS \$ 279,368



Plotted: December 14, 2023 @ 8:53 AM By: Kris Pung - Tab: North Site - 22x34

COPYRIGHT © 2023 ENGINEERING ENTERPRISES, INC.



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

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

0 1
Bar represents 1" at
FULL size plotted
scale. Percentage
to 1" to be applied
to stated scales.

NO.	DATE	REVISIONS

LAKE MICHIGAN CONNECTION
PRELIMINARY ENGINEERING

EXHIBIT C: PROPOSED
NORTH DELIVERY STATION
SITE PLAN (PRELIMINARY)

DATE:	AUGUST 2023
PROJECT NO:	Y02230
FILE:	Y02230-SITES
SHEET	1 OF 2

Path: H:\S05KPRO\YO_YORKVILLE\2022\Y02230\DWG EXHIBIT\Y02230-SITES

ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER				
United City of Yorkville										YO2415-P				
PROJECT TITLE										DATE		PREPARED BY		
Lake Michigan North Receiving Station										5/15/24		EMC		
TASK NO.	TASK DESCRIPTION													
		2024								2025				
		MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
DESIGN ENGINEERING														
2.1	Project Management and Administration													
2.2	Project Kickoff and Progress Review Meetings (3 Total)													
2.3	Design and Project Manual Preparation for Permit Issue													
2.4	Design and Project Manual Preparation for Bid Issue													
2.5	Permitting Coordination													
2.6	Bidding and Contracting													
2.7	Illinois PWSLP Loan Application and Coordination													
2.8	WIFIA Loan Coordination													
2.9	Surveying													





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

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

☐

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.