



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, July 16, 2024
6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: June 18, 2024

New Business:

1. PW 2024-53 Capital Improvement Projects Update
2. PW 2024-54 Quarterly Bond and Letter of Credit Reduction Summary
3. PW 2024-55 Heartland Meadows – One Year Maintenance Guarantee Release
4. PW 2024-56 Windett Ridge Unit 2 – Consideration of Acceptance
5. PW 2024-57 Timber Ridge Estates Water Main Extension – Plat of Easement
6. PW 2024-58 2024 Local Road Program – Change Order No. 1 (Faxon Road)
7. PW 2024-59 2023 Water Main Replacement – Contract A – Change Order No. 2 (Final Balancing)
8. PW 2024-60 Water Audit Update
9. PW 2024-61 Route 126 Water Main Improvements – Design Engineering Agreement
10. PW 2024-62 Lake Michigan South Receiving Station Standpipe – Design Engineering Agreement
11. PW 2024-63 Northwest Elevated Water Storage Tank – Design Engineering Agreement
12. PW 2024-64 YBSD Water Main Extension – Contract Award
13. PW 2024-65 YBSD Water Main Extension – Construction Engineering Agreement

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, July 16, 2024
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. June 18, 2024

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

NEW BUSINESS:

1. PW 2024-53 Capital Improvement Projects Update

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

2. PW 2024-54 Quarterly Bond and Letter of Credit Reduction Summary

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2024-55 Heartland Meadows – One Year Maintenance Guarantee Release

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2024-56 Windett Ridge Unit 2 – Consideration of Acceptance

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2024-57 Timber Ridge Estates Water Main Extension – Plat of Easement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2024-58 2024 Local Road Program – Change Order No. 1 (Faxon Road)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2024-59 2023 Water Main Replacement – Contract A – Change Order No. 2 (Final Balancing)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2024-60 Water Audit Update

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2024-61 Route 126 Water Main Improvements – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2024-62 Lake Michigan South Receiving Station Standpipe – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2024-63 Northwest Elevated Water Storage Tank – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

12. PW 2024-64 YBSD Water Main Extension – Contract Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

13. PW 2024-65 YBSD Water Main Extension – Construction 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 – June 18, 2024

Meeting and Date: Public Works Committee – July 16, 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:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, June 18, 2024, 6:00pm
Yorkville City Hall, East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL**

IN ATTENDANCE:

Committee Members

Chairman Ken Koch
Alderman Craig Soling

Alderman Rusty Corneils
Alderman Matt Marek via Zoom

Other City Officials

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

Other Guests: None

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

Citizen Comments: None

Previous Meeting Minutes: May 21, 2024

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

New Business:

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

Mr. Sanderson said this is the final balancing Change Order for the second project from last year. The contractor and city agreed on the quantities which resulted in an increase of \$86,000 for Contract A, still below budget. Additional curb and gutter needed replacing and adjustments were made to connections along with additional restoration. He recommended approval and this will move to the consent agenda.

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

This project was thought to be done a year ago, but it was discovered a quantity was not accounted for. This is an increase but, still less than contract value. Mr. Sanderson recommended approval and the committee agreed, moving it to the consent agenda.

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

a. Purchase of a Trackless MT7 Utility Tractor

b. Purchase of a 2024 Ford F-350

Mr. Dhuse said the Trackless utility tractor is an engine with a cab allowing various attachments to be added. He said this unit is used equipment and will be used for mowing, snow removal and loading leaves, etc. He said it is equivalent to getting 5 tractors in one. It is budgeted and the price is about \$12,000 less than budget. It can also be used on snow removal on the bridge and is easier to maneuver in the downtown or on trails. This will move to the Council regular agenda.

Three quotes were obtained for the 1-ton truck and the price was \$56,221 at Haggerty Ford in West Chicago. It is under budget and will be able to be used for snowplowing later. The committee was OK with this and it moves to the Council regular agenda.

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

Director Dhuse said this is for water main down Center St., through Jaycee Park, under the creek and under River Rd. to arrive at the YBSD expansion. The city is asking YBSD to oversize this and the city will incur costs of \$93,072. He said the city is waiting for one more approval from the Army Corps of Engineers. Mr. Sanderson said they are working with Army Corps and bids were taken, but none will be awarded until the permitting is resolved. This will be brought back to the July Public Works meeting, but the committee did approve the agreement.

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

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

Mr. Dhuse said the cost of the south station is \$269,743, slightly more than the north station and includes the survey work. A professional acquisition person will assist and insure it is eligible for the WIFIA program. It is located at Restore Church and a design will be needed to meet the deadlines. The north side receiving station is expected to be near Bright Farms. Mr. Sanderson said steps need to be taken to acquire land and do the design work and he said DWC is also pushing for the work to be done. At the July Public Works meeting, the tanks will be discussed and there will be a separate contract for them. The committee discussed the style of water towers and costs and Mr. Sanderson explained the mechanics behind the globe-type vs. the stand pipe. Mr. Dhuse noted that the north side receiving station funding is through the SRF (State Revolving Fund) rather than WIFIA. The city must have this bid by the end of this year to use the SRF money. These items move to the regular agenda.

Old Business: None

Additional Business:

Alderman Corneils asked about the sealcoating machine purchased last year and if there is a schedule of work. Mr. Dhuse said work will be done in July and August and the schedule will be provided. Trails in Raintree and Windett Ridge will be done after some patchwork. He listed other work that has already been done.

In response to an earlier query by Chairman Koch, a draft summary of Lake Michigan water project costs was provided. Mr. Koch asked about money spent on fixing leaks and if it was in the report. He suggested it might be appropriate to discuss this report at the Administration Committee meeting.

There was no further business and the meeting adjourned at 6:25pm.

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 2024-53

Agenda Item Summary Memo

Title: Capital Project Update

Meeting and Date: Public Works Committee – July 16, 2024

Synopsis: A status update on projects will be given.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: July 3, 2024
Subject: Capital Improvement Projects Update

The purpose of this memo is to update the Public Works Committee as to the status of the several projects. A summary of the status of the projects is provided below:

Construction Projects

2024 Water Main Replacement Program – Contract A

Construction is underway and estimated to be 40% complete. The contract completion date is November 8th.

2024 Water Main Replacement Program – Contract B

Construction is substantially complete. The contract completion date is July 31st.

Well 10 Raw Water Main

Construction is underway and estimated to be 80% complete. The contract substantial completion date is August 10th with a final of October 15th.

Well 10

The contract has been awarded. Work is expected to begin in October. The contract completion date is April 2025.

2024 RTBR

Construction is underway and estimated to be 50% complete. The contract substantial completion date is July 26th with a final of September 27th.

2024 Local Road Program

A preconstruction meeting will be scheduled soon. The contract completion date is October 18th.

Planning/Design Projects

WIFIA Loan Application

The application is complete.

YBSD/Center Street Water Main

Contract award is pending permit approval.

Rt 47 Water Main Replacement – Water Park Way to Jericho

Design engineering has begun and is approximately 95% complete.

Well No. 7 Electrical

Design engineering has commenced. We are anticipating an August letting.

Eldamain Water Main Loop

Design engineering has commenced. Easement acquisition is in process.

Southern Sanitary Sewer Connection

Design engineering has commenced. Easement acquisition is in process.

Corneils Sanitary Sewer

Design engineering has commenced. Easement acquisition is in process.

2025 Water Main Replacement

Design engineering has commenced.

LM – North Receiving Station

Design engineering has commenced.

LM – South Receiving Station

Design engineering has commenced.

LM – Bluestem Water Main Improvements

Design engineering has commenced.

Kennedy / Freedom Place Intersection Improvements

Contract award is pending final land acquisition.

Van Emmon Street STP

Design engineering has begun and is approximately 90% complete. We are targeting a September letting.

Pavement Management Update

The field acquisition of data is complete.



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 2024-54

Agenda Item Summary Memo

Title: Bond/LOC Reduction Summary Through June 30, 2024

Meeting and Date: Public Works Committee – July 16, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: July 3, 2024
Subject: 2024 Bond/LOC Reduction Summary

Please see the attached reduction summary through June 30, 2024. If you have any questions, please let me know.

2024 Bond and Letter of Credit Reduction Report

[illegible]



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

Agenda Item Number

New Business #3

Tracking Number

PW 2024-55

Agenda Item Summary Memo

Title: Heartland Meadows – Performance Guarantee Release

Meeting and Date: Public Works Committee – July 16, 2024

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

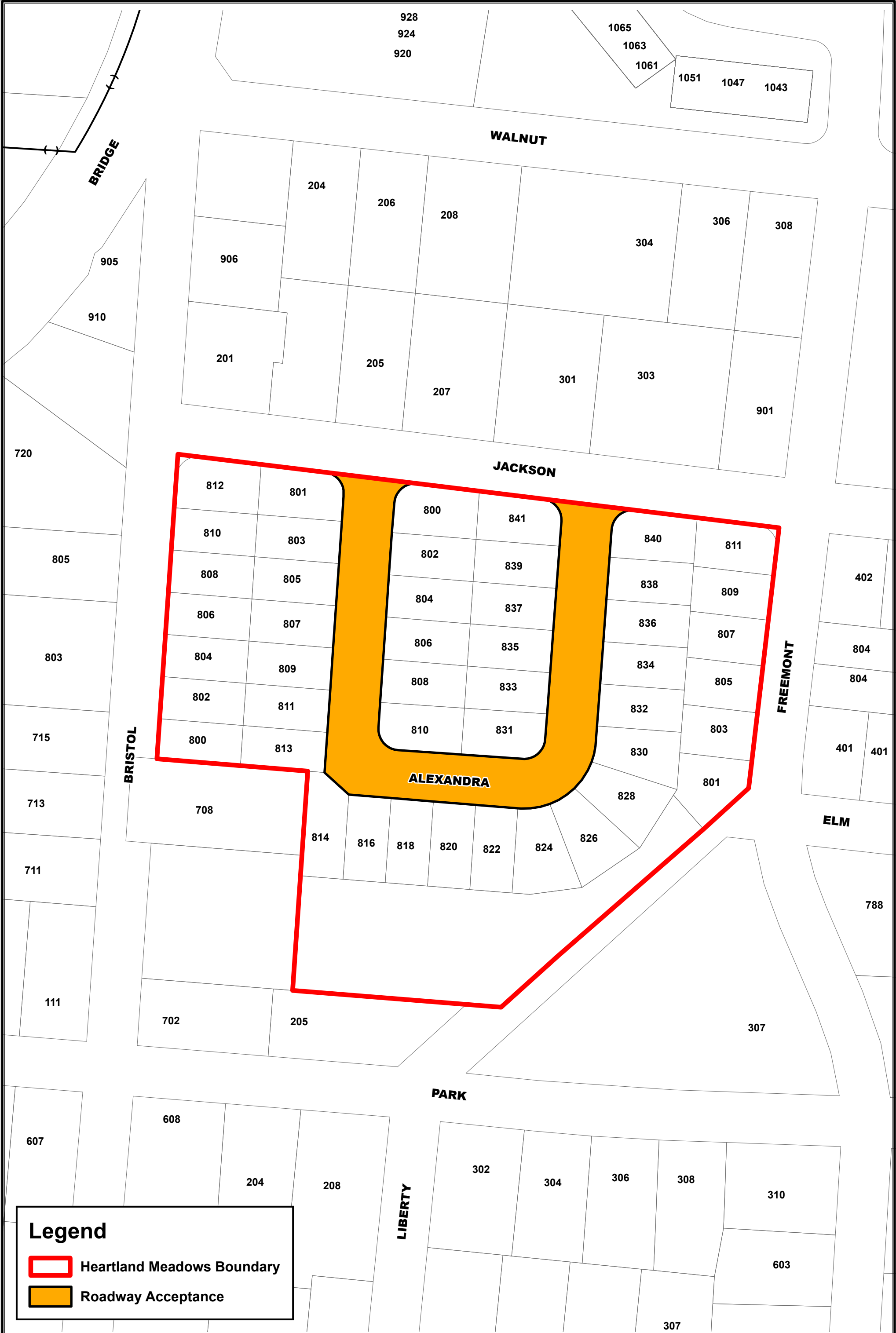
Date: June 20, 2024
Subject: Heartland Meadows

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance guarantee provided in the form of a collateral account. The value of the guarantee to be released is \$133,399.30. The public improvements were accepted on May 23, 2023.

The developer will provide a separate guarantee to cover the costs of the remaining sidewalk within the undeveloped four lots. That guarantee will be released after completion of all sidewalks.

The full guarantee of \$133,399.30 should not be released until the sidewalk security is in place.

Please let us know if you have any questions.





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

Agenda Item Number

New Business #4

Tracking Number

PW 2024-56

Agenda Item Summary Memo

Title: Windett Ridge – Unit 2 – One Year Maintenance Guarantee Release

Meeting and Date: Public Works Committee – July 16, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: July 16, 2024
Subject: Windett Ridge – Unit 2

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

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

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

Original EOPC Value	\$955,991.45
10% of Original EOPC	\$95,599.15
Required Value	\$95,599.15

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Windett Ridge – Unit 2 and generally shown on Exhibit B.

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

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

Signature of Seller

Name: _____

Title: _____

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

Notary Public

EXHIBIT A
WINDETT RIDGE - UNIT 2
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
6" SANITARY SERVICE COMPLETE - NEAR	EACH	3
6" SANITARY SERVICE COMPLETE - FAR	EACH	9
8" PVC SANITARY SEWER (SDR 26)	FOOT	12
SANITARY LIFT STATION	LUMP SUM	1
SANITARY LIFT STATION SITE WORK & INSTALLATION	LUMP SUM	1
4" FORCE MAIN, DIP	FOOT	675
CORE & CONNECT TO EXISTING SANITARY MANHOLE	EACH	1
CORE & CONNECT FORCEMAIN TO EXISTING SAN. MH	EACH	1
TRENCH BACKFILL	CUBIC YARD	660
WATER MAIN CONSTRUCTION		
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	9
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	3
8" DUCTILE IRON WATER MAIN, CLASS 52	FOOT	695
RECONSTRUCT EXISTING VAULT WITH 16"X8" VALVE	EACH	1
16"X8" PRESSURE CONNECTION WITH VALVE VAULT	EACH	1
RELOCATE EXISTING FIRE HYDRANT	EACH	1
TRENCH BACKFILL (CA-7)	CUBIC YARD	715
STORM SEWER CONSTRUCTION		
4" SUMP PUMP CONNECTION	EACH	12
6" PVC	FOOT	120
12" RCP	FOOT	310
15" RCP	FOOT	495
18" RCP	FOOT	45
24" RCP	FOOT	30
15" RCP FLARED END SECTION W/ GRATE	EACH	1
18" RCP FLARED END SECTION W/ GRATE	EACH	1
24" RCP FLARED END SECTION W/ GRATE	EACH	1
24" INLET TYPE A W/ FRAME & GRATE	EACH	2
48" MANHOLE W/ FRAME AND LID	EACH	3
48" CATCH BASIN W/ FRAME & GRATE	EACH	2
OUTLET CONTROL STRUCTURE	EACH	1
CORE & CONNECT EXISTING MANHOLE	EACH	2
DEMOLITION - EXISTING 24" RCP	FOOT	230
DEMOLITION - EXISTING 18" RCP	FOOT	165
DEMOLITION - EXISTING 12" RCP	FOOT	55
DEMOLITION - EXISTING 6" PVC	FOOT	600
DEMOLITION - EXISTING 48" MANHOLE	EACH	1
DEMOLITION - EXISTING 24" MANHOLE	EACH	3
RECONSTRUCT EXISTING MANHOLES	EACH	5
TRENCH BACKFILL (CA-7)	FOOT	85
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 4" AGGREGATE	SQ FT	7495
STREET LIGHTING		
STREET LIGHT STANDARD, COMPLETE	EACH	2


ROADWAY	UNIT	QUANTITY
WINDETT RIDGE ROAD	FOOT	700

EXHIBIT A
WINDETT RIDGE - UNIT 2
UNITED CITY OF YORKVILLE

MISCELLANEOUS		
LANDSCAPE PLANTINGS	LUMP SUM	1
NATURALIZED AREAS	LUMP SUM	1
PARKWAY PLANTINGS	LUMP SUM	1
TREES	LUMP SUM	1



Legend

 Unit 2 Boundary

GASB

WINDETT RIDGE - UNIT 2

UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY	UNIT PRICE	COST
SANITARY SEWER CONSTRUCTION				
6" SANITARY SERVICE COMPLETE - NEAR	EACH	3	\$ 850.00	\$ 2,550.00
6" SANITARY SERVICE COMPLETE - FAR	EACH	9	\$ 1,750.00	\$ 15,750.00
8" PVC SANITARY SEWER (SDR 26)	FOOT	12	\$ 30.00	\$ 360.00
SANITARY LIFT STATION	LUMP SUM	1	\$ 185,000.00	\$ 185,000.00
SANITARY LIFT STATION SITE WORK & INSTALLATION	LUMP SUM	1	\$ 185,000.00	\$ 185,000.00
4" FORCE MAIN, DIP	FOOT	675	\$ 35.00	\$ 23,625.00
CORE & CONNECT TO EXISTING SANITARY MANHOLE	EACH	1	\$ 4,000.00	\$ 4,000.00
CORE & CONNECT FORCEMAIN TO EXISTING SAN. MH	EACH	1	\$ 4,000.00	\$ 4,000.00
TRENCH BACKFILL	CUBIC YARD	660	\$ 35.00	\$ 23,100.00
WATER MAIN CONSTRUCTION				
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	9	\$ 1,286.00	\$ 11,574.00
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	3	\$ 2,500.00	\$ 7,500.00
8" DUCTILE IRON WATER MAIN, CLASS 52	FOOT	695	\$ 56.40	\$ 39,198.00
RECONSTRUCT EXISTING VAULT WITH 16"X8" VALVE	EACH	1	\$ 5,580.00	\$ 5,580.00
16"X8" PRESSURE CONNECTION WITH VALVE VAULT	EACH	1	\$ 14,000.00	\$ 14,000.00
RELOCATE EXISTING FIRE HYDRANT	EACH	1	\$ 750.00	\$ 750.00
TRENCH BACKFILL (CA-7)	CUBIC YARD	715	\$ 35.00	\$ 25,025.00
STORM SEWER CONSTRUCTION				
4" SUMP PUMP CONNECTION	EACH	12	\$ 350.00	\$ 4,200.00
6" PVC	FOOT	120	\$ 25.00	\$ 3,000.00
12" RCP	FOOT	310	\$ 27.00	\$ 8,370.00
15" RCP	FOOT	495	\$ 30.00	\$ 14,850.00
18" RCP	FOOT	45	\$ 35.00	\$ 1,575.00
24" RCP	FOOT	30	\$ 45.00	\$ 1,350.00
15" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 1,625.00	\$ 1,625.00
18" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 2,250.00	\$ 2,250.00
24" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 2,500.00	\$ 2,500.00
24" INLET TYPE A W/ FRAME & GRATE	EACH	2	\$ 1,200.00	\$ 2,400.00
48" MANHOLE W/ FRAME AND LID	EACH	3	\$ 1,900.00	\$ 5,700.00
48" CATCH BASIN W/ FRAME & GRATE	EACH	2	\$ 2,500.00	\$ 5,000.00
OUTLET CONTROL STRUCTURE	EACH	1	\$ 8,500.00	\$ 8,500.00
CORE & CONNECT EXISTING MANHOLE	EACH	2	\$ 2,500.00	\$ 5,000.00
DEMOLITION - EXISTING 24" RCP	FOOT	230	\$ 12.50	\$ 2,875.00
DEMOLITION - EXISTING 18" RCP	FOOT	165	\$ 12.00	\$ 1,980.00
DEMOLITION - EXISTING 12" RCP	FOOT	55	\$ 10.75	\$ 591.25
DEMOLITION - EXISTING 6" PVC	FOOT	600	\$ 4.00	\$ 2,400.00
DEMOLITION - EXISTING 48" MANHOLE	EACH	1	\$ 650.00	\$ 650.00
DEMOLITION - EXISTING 24" MANHOLE	EACH	3	\$ 500.00	\$ 1,500.00
RECONSTRUCT EXISTING MANHOLES	EACH	5	\$ 1,250.00	\$ 6,250.00
TRENCH BACKFILL (CA-7)	FOOT	85	\$ 35.00	\$ 2,975.00
SIDEWALK				
5' WIDE - 5" PCC SIDEWALK W/ 4" AGGREGATE	SQ FT	7495	\$ 8.00	\$ 59,960.00

GASB
WINDETT RIDGE - UNIT 2
UNITED CITY OF YORKVILLE

STREET LIGHTING					
STREET LIGHT STANDARD, COMPLETE INCLUDING WIRE & TRENCHING, ETC	EACH	2	\$ 7,500.00	\$	15,000.00
MISCELLANEOUS					
LANDSCAPE PLANTINGS	LUMP SUM	1	\$ 20,482.60	\$	20,482.60
NATURALIZED AREAS	LUMP SUM	1	\$ 32,210.00	\$	32,210.00
PARKWAY PLANTINGS	LUMP SUM	1	\$ 9,785.60	\$	9,785.60
TREES	LUMP SUM	1	\$ 5,250.00	\$	5,250.00
				TOTAL COST	\$ 712,763.25

ROADWAY	UNIT	QUANTITY	UNIT PRICE	COST
WINDETT RIDGE ROAD	FOOT	700	\$ 133.21	\$ 93,250.00
		TOTAL	700	TOTAL COST \$ 93,250.00



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

Agenda Item Number

New Business #5

Tracking Number

PW 2024-57

Agenda Item Summary Memo

Title: Timber Ridge Estates – Water Main Easement

Meeting and Date: Public Works Committee – July 16, 2024

Synopsis: Consideration of Acceptance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Acceptance

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



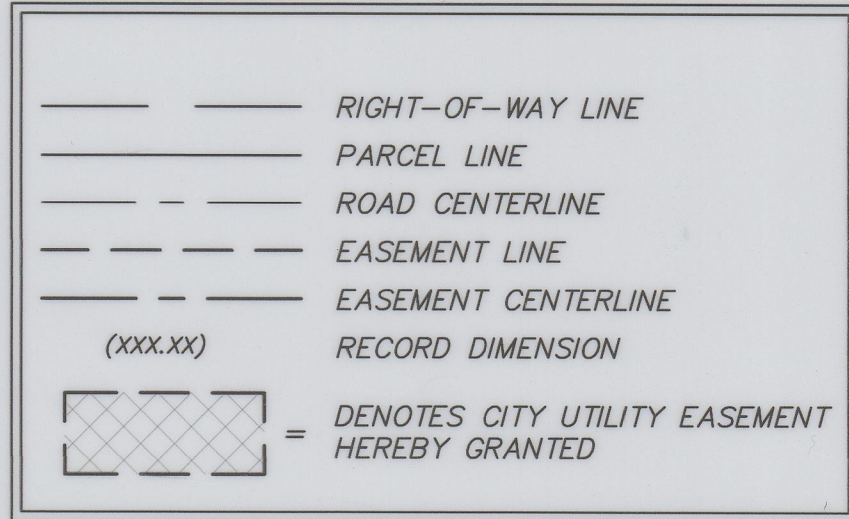
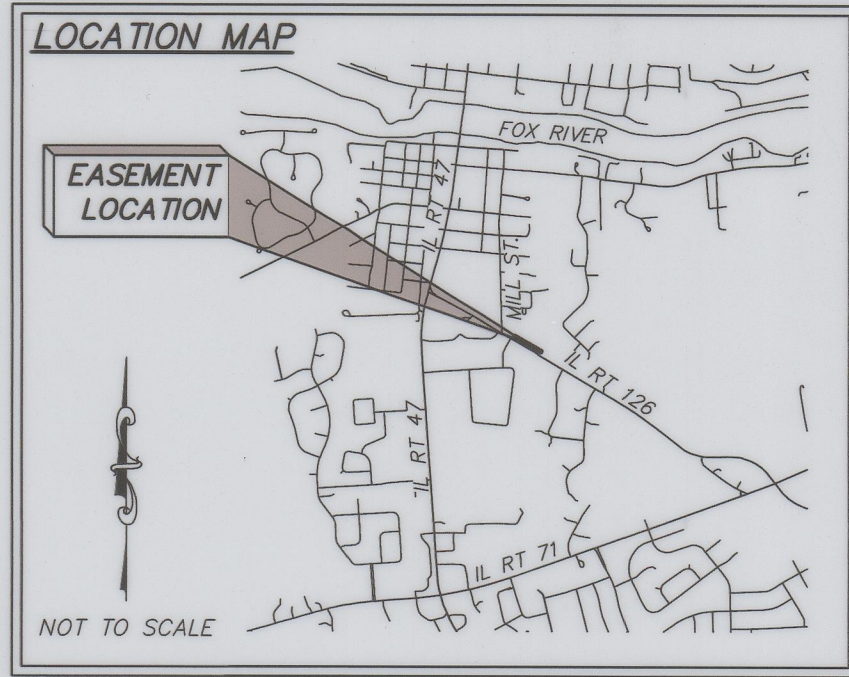
Memorandum

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

Date: July 3, 2024
Subject: Timber Ridge Estates – Water Main Easement

Attached are easement documents necessary for the construction of the off-site water main for the Timber Ridge Estates development. We recommend that the City consider approving and accepting the easement.

If you have any questions, let me know.



OWNERSHIP CERTIFICATE

STATE OF IL)
COUNTY OF Kendall) S.S.

THIS IS TO CERTIFY THAT RAINNY LAND INVESTMENTS, LLC 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 4th DAY OF JUNE, 2024

RAINNY LAND INVESTMENTS, LLC
CORPORATION NAME

COMPLETE ADDRESS

BY: Ken Bush
PRINTED NAME: Ken Buckman
TITLE: CFO

ATTEST: Belinda D Lambert
PRINTED NAME: Belinda D Lambert
TITLE: Administrative Assistant

NOTARY CERTIFICATE

STATE OF Illinois)
COUNTY OF Kendall) S.S.

I, Jessica G Whitaker, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____ AND _____, PERSONALLY KNOW TO ME TO THE _____ 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 THERETO 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 4th DAY OF June, 2024

Jessica G Whitaker
NOTARY PUBLIC



CITY ENGINEER'S CERTIFICATE

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

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

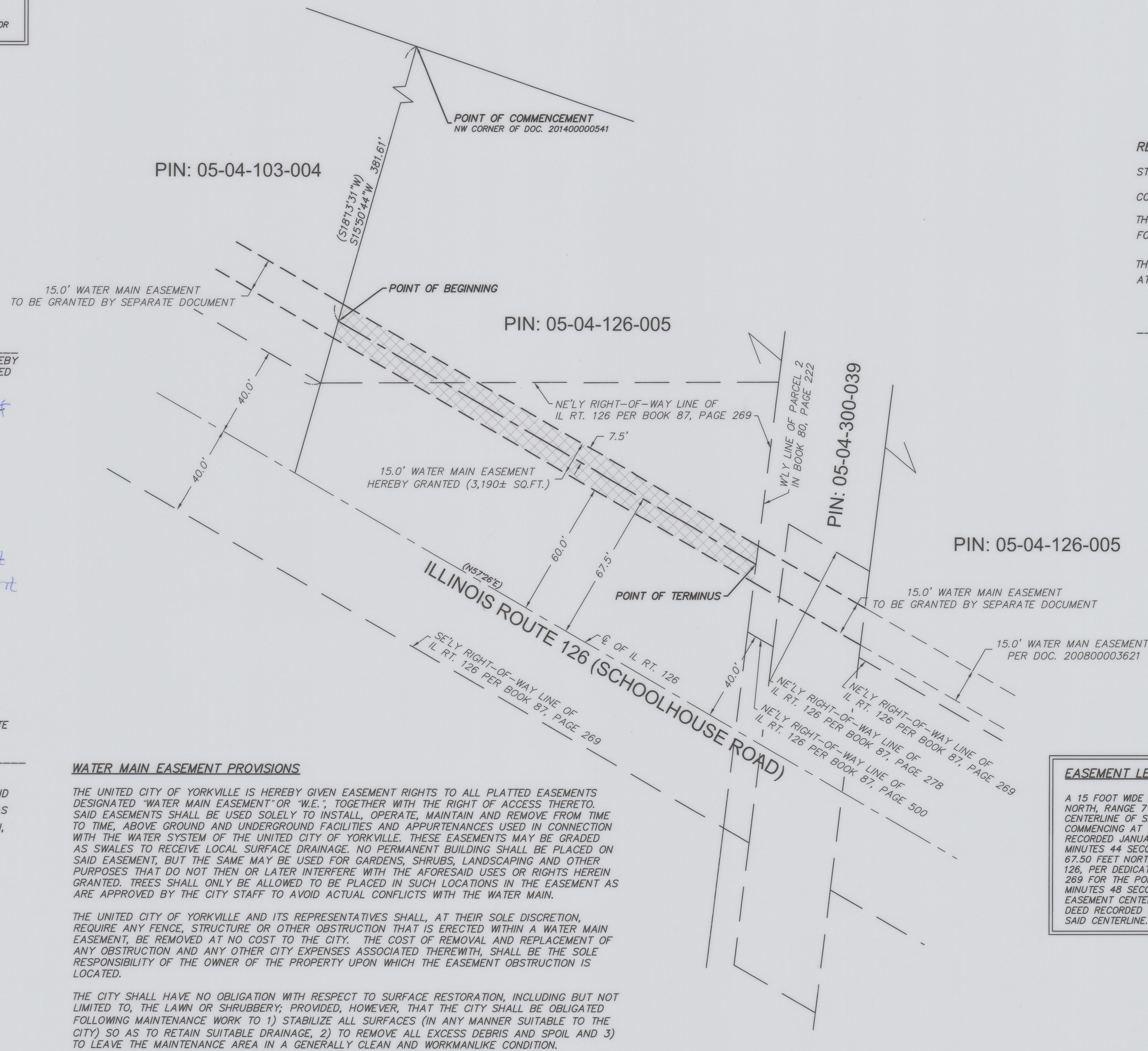
DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.

CITY ENGINEER

NOTES:
* This map was created for use as a Plat of Easement.
* This map is not to be used for any construction or staking purposes without consent from a proper agent of HR Green, Inc.
* This IS NOT a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
* No underground improvements have been located unless shown and noted.
* No distance should be assumed by scaling.
* This map is void without seal and signature affixed.

5/2/2024 1:24:13 PM
J:\2021\211034\211034.01\Survey\DWG\211034.01-POE_REV.dwg

PLAT OF EASEMENT
OF PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP
36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



WATER MAIN EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "WATER MAIN EASEMENT" OR "W.E.", TOGETHER WITH THE RIGHT OF ACCESS THERETO. 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 GRADED AS SWALES 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 ERRECTED 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 SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

CITY COUNCIL CERTIFICATE

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

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS.

THIS _____ DAY OF _____, 20____.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

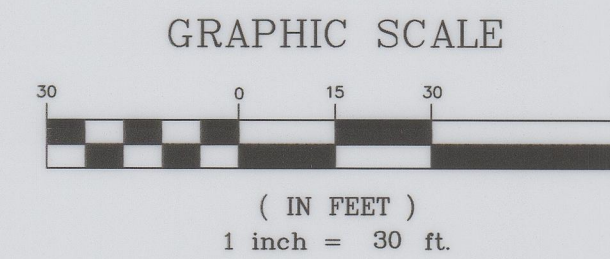
GENERAL NOTES:

- EASEMENT GRANTED HEREON IS A PORTION OF THE LANDS DESCRIBED IN DOCUMENT 20140000541, NAMING RAINNY LAND INVESTMENTS, LLC AS THE GRANTEE.
- NO DIMENSIONS SHALL BE ASSUMED BY SCALING.
- ALL BEARINGS AND DISTANCES ARE BASED ON A LOCAL COORDINATE SYSTEM.
- RECORD BEARINGS DIMENSIONS SHOWN HEREON, PER DOCUMENT 20140000541.

THIS PLAT PRESENTED BY/RETURN TO:

NAME: _____

ADDRESS: _____



RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.
THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.

THIS _____ DAY OF _____, 20____
AT _____ O'CLOCK _____ M.

KENDALL COUNTY RECORDER

EASEMENT LEGAL DESCRIPTION

A 15 FOOT WIDE EASEMENT OVER PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED JANUARY 13, 2014 AS DOCUMENT 20140000541; THENCE SOUTH 15 DEGREES 50 MINUTES 44 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LANDS, 381.61 FEET TO A POINT 67.50 FEET NORTHEASTERLY, AS MEASURED PERPENDICULARLY, OF THE CENTERLINE OF ILLINOIS ROUTE 126, PER DEDICATION OF RIGHT-OF-WAY RECORDED MARCH 31, 1936 IN BOOK 87 OF DEEDS, PAGE 269 FOR THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE SOUTH 59 DEGREES 49 MINUTES 48 SECONDS EAST, PARALLEL WITH SAID ILLINOIS ROUTE 126 CENTERLINE, ALONG SAID EASEMENT CENTERLINE, 212.69 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN WARRANTY DEED RECORDED AUGUST 5, 1929 IN BOOK 80 OF DEEDS, PAGE 222 TO THE POINT OF TERMINUS OF SAID CENTERLINE.

SURVEYOR'S CERTIFICATION

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

THIS IS TO CERTIFY THAT HR GREEN HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS,

THIS 2ND DAY OF MAY, 2024

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799
LICENSE EXPIRATION DATE: 11/30/2024



NO.	DATE	BY	REVISION DESCRIPTION
1	02/19/24	BJB	PER EEL COMMENTS

Illinois Professional Design Firm # 184-001322
2363 Seneca Drive, Suite 101
Aurora, Illinois 60506
t. 630.553.7560 f. 630.553.7546
www.hrgreen.com



PLAT OF EASEMENT
OF PART OF 9719 E. SCHOOLHOUSE ROAD
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON
OFFICIAL DRAWINGS
IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MD
JOB DATE: 01/17/2024
JOB NO: 211034.01

SHEET
1 OF 1

Owner Rainy Land Investments, LLC
Address 9433 Route 126
Yorkville, Illinois 60560

County Kendall
P.I.N. Nos. 05-04-126-005
05-04-~~1~~126-006

TEMPORARY CONSTRUCTION EASEMENT

Rainy Land Investments, LLC, an Illinois limited liability company, (the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledges and represents that Grantor owns the fee simple title to and grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successors and assignees (Grantee), a temporary construction easement for the purpose of construction of a watermain and appurtenances thereto (the "Project"), on, over, and through the real estate legally described on Exhibit A attached hereto (the "Premises").

The right, easement, and privilege granted herein shall terminate three (3) years from the execution of this document, or on the completion of the Project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for the watermain. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 4th day of June, 2024.

By: _____

Signature

Ken Buckman
Printed Name

By: _____

Signature

Printed Name

Printed Name

State of Illinois)
) ss
County of Kendall)

I, Jessica G Whitaker, a Notary Public in and for the County and State aforesaid, do hereby certify that Ken Buckman, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of June, 2024.

Jessica G Whitaker
Notary Public



State of Illinois)
) ss
County of Kendall)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public

This instrument was prepared by:
Kathleen Field Orr
1804 N Naper Blvd., Suite 350
Naperville, Illinois 60563

After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

Owner Rainy Land Investments, LLC
Address 9433 Route 126
Yorkville, Illinois 60560

County Kendall
P.I.N. Nos. 05-04-126-005
05-04-126-006

PERMANENT EASEMENT

Rainy Land Investments, LLC, an Illinois limited liability company, (the "Grantor"), for and in consideration of One Dollar (\$1), receipt of which is hereby acknowledged, represents and warrants that Grantor owns the fee simple title to and hereby grants and conveys to the United City of Yorkville, Kendall County, Illinois, its successor and assignees (the "Grantee"), a permanent easement for the purpose of construction and maintenance of a water main and all appurtenances thereto, on, over, and through the real estate legally described on Exhibit A attached hereto.

Grantor shall have and retain all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above conveyance and acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for the watermain. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 4th day of June, 2024.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 4th day of June, 2024.

By: [Signature]
Signature

New Buchanan
Printed Name

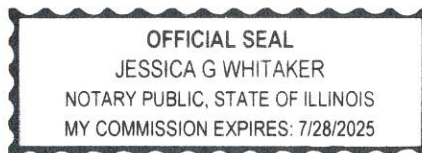
By: _____
Signature

State of Illinois)
) ss
County of Kendall)

I, Jessica G. Whitaker, a Notary Public in and for the County and State aforesaid, do hereby certify that Ken Buckman, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of June, 2024.

Jessica G. Whitaker
Notary Public



State of Illinois)
) ss
County of Kendall)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public

This instrument was prepared by:
Kathleen Field Orr
1804 N Naper Blvd., Suite 350
Naperville, Illinois 60563

After recording, return to:
United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560



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 #6

Tracking Number

PW 2024-58

Agenda Item Summary Memo

Title: 2024 Local Road Program – Change Order No. 1 (Faxon Road)

Meeting and Date: Public Works Committee – July 16, 2024

Synopsis: Consideration of Change Order No. 1

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:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



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: June 24, 2024
Subject: 2024 Local Road Program

The purpose of this memo is to present Change Order No. 1 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 City awarded the work for the above-referenced contract to Builders Paving, LLC in the amount of **\$3,162,000.00**. The project is currently in contracting.

Questions Presented:

Should the City approve Change Order No. 1 which would **increase** the contract value by \$596,828.00?

Discussion:

The change order would increase the contract value to \$3,758,836.00.

The City is potentially receiving funds to complete the improvements on Faxon Road from High Ridge Lane to Twinleaf Trail.

We are recommending approval of the change order contingent upon receipt of the funds noted above.

Action Required:

Consideration of approval of Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: June 24, 2024

Agreement Date: N/A

NAME OF PROJECT: 2024 Local Road Program

OWNER: United City of Yorkville

CONTRACTOR: Builders Paving, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) Addition of Faxon Road Resurfacing

\$596,828.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 3,162,008.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 3,162,008.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(~~decreased~~) by:

\$ 596,828.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 3,758,836.00

Justification:

- 1) Additional paving work on Faxon Road

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: _____ Builders Paving, LLC.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville



Request for Approval of Change of Plans

Local Public Agency	County	Route	Section Number
United City of Yorkville	Kendall	Various Local Roads	
Request Number	Contractor		
1	Builders Paving, LLC		
Address		City	State Zip Code
4401 Roosevelt Road		Hillside	IL 60162
Date			
06/24/24			

I recommend that this Addition be made to the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- Preparation of Base	Sq Yd	17000	\$1.5000	A	\$25,500.0000	\$0.0000
- Hot-Mix Asphalt Surface Removal, 4.5"	Sq Yd	17000	\$5.0000	A	\$85,000.0000	\$0.0000
- Hot-Mix Asphalt Binder Course, IL-19.0, N50	Ton	4284	\$78.0000	A	\$334,152.0000	\$0.0000
- Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50	Ton	1428	\$80.0000	A	\$114,240.0000	\$0.0000
- Combination Curb and Gutter Removal and Replacement	Foot	400	\$36.0000	A	\$14,400.0000	\$0.0000
- Routing and Sealing Cracks	Foot	7700	\$0.6400	A	\$4,928.0000	\$0.0000
- Inlets To Be Adjusted	Each	16	\$538.0000	A	\$8,608.0000	\$0.0000
- Additional Traffic Control and Protection	L Sum	1	\$10,000.0000	A	\$10,000.0000	\$0.0000
-					\$0.0000	\$0.0000
-					\$0.0000	\$0.0000
-					\$0.0000	\$0.0000
Total Changes					\$596,828.00	\$0.00

Add Row

Total Net Change	\$596,828.00
Amount of Original Contract	\$3,162,008.00
Amount of Previous Change Orders	\$0.00
Amount of adjusted/final contract	\$3,758,836.00

Total net addition to date \$596,828.00 which is 18.87% of the contract price.

State fully the nature and reason for the change

Additional work on Faxon Road, please see location map.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☒ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The Local Public Agency has determined that the change is germane to the original contract as signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

Christopher J. Ott

Title of Preparer

Project Manager

Submitted/Approved

Local Public Agency Signature & Date

BY:

Title:

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways Signature & Date

Approved:

Illinois Department of Transportation

Regional Engineer Signature & Date

IDOT Department Use Only

Received Location

Received Date

Additional Location?

☐

WMFT Entry By

Entry Date

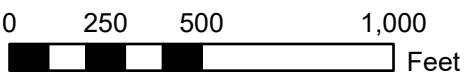


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
630-553-4350
www.yorkville.il.us

		DATE:	June 2024
		PROJECT NO.:	YO2408
		BY:	KJD
		PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\
		FILE:	YO2408_Whispering_Meadows_Paving_MXD
NO.	DATE	REVISIONS	



Whispering Meadows Remaining Paving





Builders Paving, LLC
4401 Roosevelt Road
Hillside, IL 60162
Phone: 847.419.9000 Fax: 847.419.9050

To: United City Of Yorkville Address: 651 Prairie Pointe Drive Yorkville, IL 60560	Contact: Phone: (630) 553-4350 Fax:
Project Name: Yorkville 2024 Local Road Program Project Location: Various Routes, Yorkville, IL Addendum #: 1	Bid Number: 11160 Bid Date: 5/13/2024

The following is a recap of our quantities and pricing for this project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	HMA Surf Rem 4.5"	17,000.00	SY	\$5.00	\$85,000.00
02	HMA BC 19.0 N50	4,284.00	TON	\$78.00	\$334,152.00
03	Prep Of Base	17,000.00	SY	\$1.50	\$25,500.00
04	TCP- RCO 1	1.00	LS	\$10,000.00	\$10,000.00

Total Bid Price: \$454,652.00

Notes:

- Our pricing is based upon completing all work in the 2024 construction season, unless otherwise noted, and is based upon material and cartage rates in effect at the time of this proposal. Due to the volatility of the petroleum market, our proposal is subject to adjustment, based upon the market price and availability of raw materials and cartage rates at the time of installation.
- This proposal is valid for a period of thirty (30) days from the date of issue and may be revised or rescinded thereafter, at our discretion, without prejudice.

Payment Terms:

This is a unit price proposal, with the completed cost of each item based upon the unit prices and quantities as measured in the field.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Builders Paving, LLC Authorized Signature: _____ Estimator: Chris Mentone (847) 419-9000 cmentone@builderspavingllc.com
---	--



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

Agenda Item Number

New Business #7

Tracking Number

PW 2024-59

Agenda Item Summary Memo

Title: 2023 Water Main Replacement – Contract A – Change Order No. 2 (Final Balancing)

Meeting and Date: Public Works Committee – July 16, 2024

Synopsis: Consideration of Change Order No. 2 – Final

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
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk

Date: June 17, 2024
Subject: 2023 Water Main Improvements – Contract A

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 Performance Construction and Engineering, LLC entered into an agreement for a Contract value of **\$1,799,287.00** for the above referenced project. Subsequent change orders increased the Contract value to **\$1,827,193.00**.

Questions Presented:

Should the City approve Change Order No. 2 (Final Balancing) which would **decrease** the contract amount by \$3,365.18.

Discussion:

Please see the attached summary spreadsheet.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 2 (Final Balancing) in the amount of \$3,365.18.

CHANGE ORDER

Order No. 2 (Final Balancing)

Date: July 16, 2024

Agreement Date: March 28, 2023

NAME OF PROJECT: 2023 Water Main Improvements – Contract A

OWNER: United City of Yorkville

CONTRACTOR: Performance Construction & Engineering, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$1,799,287.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$1,827,193.00

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: \$3,365.18

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,823,827.82

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for substantial completion for all work except restoration

The date for completion for all work will be

Justification

Please see attached spreadsheet. Quantities based on final measurement in the field.

Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: Performance Construction & Engineering, LLC.

PAYABLE TO: Performance Const & Eng, LLC
ADDRESS: 217 W. John Street, Plano, IL 60545

ENGINEERS PAYMENT ESTIMATE NO. 6
2023 WATER MAIN IMPROVEMENTS - CONTRACT A
UNITED CITY OF YORKVILLE

PAY PERIOD
FROM: 12/11/2023 TO: 6/11/2023

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 REMOVAL (OVER 15 UNITS DIAMETER)	EACH	2	\$ 1,500.00		2.0	\$ 750.00	0.0	\$ -	0.0	\$ -
2	TREE ROOT PRUNING	EACH	14	\$ 3,500.00			\$ 250.00	0.0	\$ -	14.0	\$ 3,500.00
3	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 7,500.00			\$ 7,500.00	0.0	\$ -	1.0	\$ 7,500.00
4	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	8	\$ 40,000.00			\$ 5,000.00	0.0	\$ -	8.0	\$ 40,000.00
5	CONNECTION TO EXISTING WATER MAIN, 4-INCH	EACH	1	\$ 4,000.00			\$ 4,000.00	0.0	\$ -	1.0	\$ 4,000.00
6	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	1,507	\$ 241,120.00		24.5	\$ 160.00	0.0	\$ -	1482.5	\$ 237,200.00
7	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	4,466	\$ 535,920.00		174.5	\$ 120.00	0.0	\$ -	4291.5	\$ 514,980.00
8	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 4-INCH	EACH	1	\$ 4,500.00			\$ 4,500.00	0.0	\$ -	1.0	\$ 4,500.00
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	18	\$ 99,000.00			\$ 5,500.00	0.0	\$ -	18.0	\$ 99,000.00
10	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	4	\$ 28,000.00			\$ 7,000.00	0.0	\$ -	4.0	\$ 28,000.00
11	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	16	\$ 120,000.00			\$ 7,500.00	0.0	\$ -	16.0	\$ 120,000.00
12	FIRE HYDRANT TO BE REMOVED	EACH	9	\$ 2,250.00	4.0		\$ 250.00	0.0	\$ -	13.0	\$ 3,250.00
13	DUCTILE IRON FITTINGS	LB	9,246	\$ 924.60		3527.0	\$ 0.10	0.0	\$ -	5719.0	\$ 571.90
14	WATER MAIN PROTECTION, PVC C-900, 12-INCH	LF	30	\$ 2,250.00		30.0	\$ 75.00	0.0	\$ -	0.0	\$ -
15	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 500.00		50.0	\$ 10.00	0.0	\$ -	0.0	\$ -
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 500.00		50.0	\$ 10.00	0.0	\$ -	0.0	\$ -
17	FOUNDATION MATERIAL	CY	100	\$ 1,000.00		100.0	\$ 10.00	0.0	\$ -	0.0	\$ -
18	EXPLORATORY EXCAVATION	EACH	4	\$ 400.00		3.0	\$ 100.00	0.0	\$ -	1.0	\$ 100.00
19	WATER SERVICE CONNECTION, 1-INCH	EACH	82	\$ 262,400.00		1.0	\$ 3,200.00	0.0	\$ -	81.0	\$ 259,200.00
20	WATER SERVICE PIPE, 1-INCH PEX	LF	3,045	\$ 15,225.00	125.0		\$ 5.00	0.0	\$ -	3170.0	\$ 15,850.00
21	TEMPORARY WATER SERVICE (SPECIAL)	EACH	2	\$ 7,000.00			\$ 3,500.00	0.0	\$ -	2.0	\$ 7,000.00
22	VALVE VAULT TO BE ABANDONED	EACH	9	\$ 3,600.00			\$ 400.00	0.0	\$ -	9.0	\$ 3,600.00
23	VALVE BOX TO BE ABANDONED	EACH	10	\$ 1,000.00			\$ 100.00	0.0	\$ -	10.0	\$ 1,000.00
24	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	5	\$ 3,750.00		4.0	\$ 750.00	0.0	\$ -	1.0	\$ 750.00
25	STORM SEWER REMOVAL AND REPLACEMENT WITH GASKETED 12" RCP	LF	161	\$ 8,050.00		92.0	\$ 50.00	0.0	\$ -	69.0	\$ 3,450.00
26	STORM SEWER REMOVAL AND REPLACEMENT, 10" CMP	LF	28	\$ 1,120.00		28.0	\$ 40.00	0.0	\$ -	0.0	\$ -
27	STORM SEWER REMOVAL AND REPLACEMENT, 12" CMP	LF	594	\$ 26,730.00	36.0		\$ 45.00	0.0	\$ -	630.0	\$ 28,350.00
28	STORM SEWER REMOVAL AND REPLACEMENT, 15" CMP	LF	28	\$ 1,400.00		28.0	\$ 50.00	0.0	\$ -	0.0	\$ -
29	STORM SEWER REMOVAL AND REPLACEMENT, 10" HDPE	LF	25	\$ 875.00	9.0		\$ 35.00	0.0	\$ -	34.0	\$ 1,190.00
30	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	10	\$ 7,500.00			\$ 750.00	0.0	\$ -	10.0	\$ 7,500.00
31	INLET PROTECTION	EACH	7	\$ 1,400.00		2.0	\$ 200.00	0.0	\$ -	5.0	\$ 1,000.00
32	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 10,000.00			\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00
33	HOT-MIX ASPHALT PATCHING, 4" (SPECIAL)	SY	310	\$ 12,400.00	947.0		\$ 40.00	0.0	\$ -	1257.0	\$ 50,280.00
34	HOT-MIX ASPHALT PATCHING, 6"	SY	1,130	\$ 58,760.00	315.0		\$ 52.00	73.0	\$ 3,796.00	1445.0	\$ 75,140.00
35	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	110	\$ 6,600.00		41.2	\$ 60.00	28.3	\$ 1,698.00	68.8	\$ 4,128.00
36	SIDEWALK REMOVAL	SF	494	\$ 988.00	217.6		\$ 2.00	97.6	\$ 195.20	711.6	\$ 1,423.20
37	PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH	SF	494	\$ 5,434.00	217.6		\$ 11.00	97.6	\$ 1,073.60	711.6	\$ 7,827.60
38	DETECTABLE WARNING	SF	16	\$ 560.00	8.0		\$ 35.00	3.6	\$ 126.00	24.0	\$ 840.00
39	AGGREGATE SHOULDER, 2"	SY	28	\$ 840.00		28.0	\$ 30.00	0.0	\$ -	0.0	\$ -
40	HOT-MIX ASPHALT DRIVEWAY REMOVAL	SY	1,260	\$ 12,600.00	927.8		\$ 10.00	24.8	\$ 248.00	2187.8	\$ 21,878.00
41	HOT-MIX ASPHALT DRIVEWAY 3-INCH	SY	1,260	\$ 31,500.00		346.2	\$ 25.00	24.8	\$ 620.00	913.8	\$ 22,845.00
42	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SY	250	\$ 3,500.00	64.6		\$ 14.00	58.6	\$ 820.40	314.6	\$ 4,404.40
43	PORTLAND CEMENT CONCRETE DRIVEWAY 6-INCH	SY	250	\$ 23,000.00	64.6		\$ 92.00	58.6	\$ 5,391.20	314.6	\$ 28,943.20
44	FENCE TO BE REMOVED AND RESET	LF	87	\$ 3,480.00			\$ 40.00	87.0	\$ 3,480.00	87.0	\$ 3,480.00
45	MAILBOX TO BE REMOVED AND RESET	EACH	20	\$ 3,000.00	11.0		\$ 150.00	0.0	\$ -	31.0	\$ 4,650.00
46	SIGN TO BE REMOVED AND RESET	EACH	10	\$ 1,500.00		7.0	\$ 150.00	0.0	\$ -	3.0	\$ 450.00
47	LANDSCAPING TO BE REMOVED AND RESET	EACH	5	\$ 2,500.00		5.0	\$ 500.00	0.0	\$ -	0.0	\$ -
48	RESTORATION	SY	11,940	\$ 119,400.00	179.0		\$ 10.00	0.0	\$ -	12119.0	\$ 121,190.00
49	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 40,310.40			\$ 40,310.40	0.00	\$ -	1.00	\$ 40,310.40
50	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 30,000.00	4546.12		\$ 1.00	0.0	\$ -	34546.12	\$ 34,546.12
BID VALUE AWARDED: \$				1,799,287.00	VALUE COMPLETED - THIS REQUEST: \$				17,448.40	- TO DATE: \$ 1,823,827.82	

MISCELLANEOUS ADDITIONS TO THE PROJECT AT THE CITY'S DISCRETION (PAY ITEM 50)				QUANTITY	UNIT PRICE	VALUES
1	WATER SERVICES TO HILLCREST NURSING HOME (AUP)	2	\$ 13,953.00	\$		27,906.00
2	T&M REPAIR OF FAILED EXISTING WATER MAIN ON 8/30/2023	1	\$ 2,321.61	\$		2,321.61
3	T&M REPAIR OF EXISTING 8-INCH LEAKING VALVE	1	\$ 4,318.51	\$		4,318.51
4						
5						

DEBITS				VALUES
1	PAY ESTIMATE 1			\$ 483,811.02
2	PAY ESTIMATE 2			\$ 613,963.89
3	PAY ESTIMATE 3			\$ 298,895.36
4	PAY ESTIMATE 4			\$ 319,390.18
5	PAY ESTIMATE 5			\$ 71,290.81

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

SUMMARY	
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 1,823,827.82
DEDUCT RETAINAGE (0%)	\$ -
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 1,823,827.82
TOTAL DEBITS	\$ 1,787,351.26
NET AMOUNT DUE - THIS PAYMENT	\$ 36,476.56

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 #8

Tracking Number

PW 2024-60

Agenda Item Summary Memo

Title: WY22 and WY2023 Water Audit Results and Recommendations

Meeting and Date: Public Works Committee – July 16, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: July 3, 2024
Subject: WY2022 and WY2023 Water Audit Results and Recommendations

To meet the Lake Michigan Allocation permit requirements, the United City of Yorkville is required to reduce Non-Revenue Water (NRW) to below 10% prior to connecting to DuPage Water Commission (DWC) with water from Lake Michigan in 2028. To track progress, the water audits for WY2022 and WY2023 have been prepared in accordance with the methodology found in AWWA Manual M36 – Water Audits and Loss Control and associated software. The City's NRW for WY2022, the period from 10/1/21 through 9/30/22, is 8.3%, and then increases in WY2023, the period from 10/1/22 through 9/30/23, to 14.8%. In Table No. 1 and Figure A found on Page 2 of this memo, a historical summary of water audit results is provided, including the water audit results for WY2022 and WY2023.

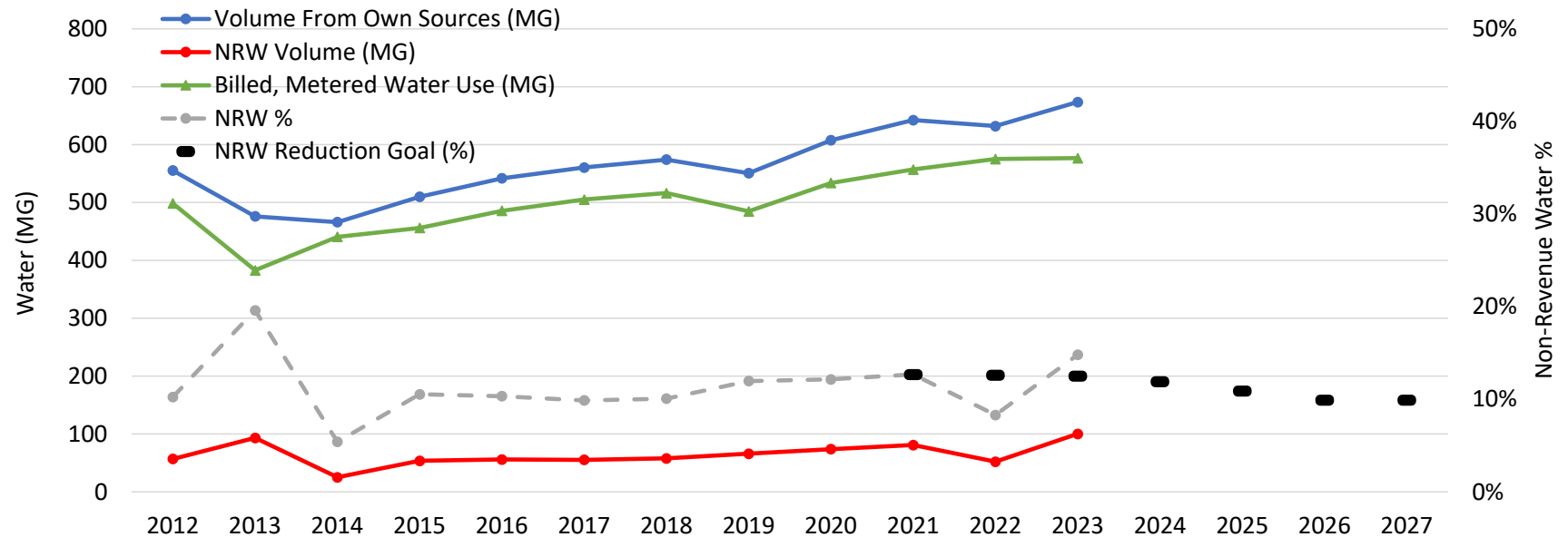
The components of NRW are: 1) Unbilled Authorized Consumption (which includes both unbilled metered and unbilled unmetered water use), 2) Apparent Losses, and 3) Real Losses. Apparent losses consist of the following: unauthorized consumption, customer metering inaccuracies, and systematic data handling errors. The real losses include: 1) leakage on distribution/transmission water mains, 2) leakage and overflows at storage facilities, and 3) leakage at service connections.

The Water System Improvement Plan submitted to Illinois Department of Natural Resources (IDNR) as part of the Lake Michigan Allocation permitting process for WY2021 addressed all three (3) components. To reduce unbilled authorized water use, the City is reviewing all known unbilled authorized water use with the intent of installing meters at these sources, where practical and billing when appropriate. To address apparent water losses, the City is investing in replacing all customer meters and converting to Advanced Metering Infrastructure (AMI) technology. In regard to real losses, the City began to perform annual leak detection. Further, while the City has periodically replaced water main at locations where water main breaks are most frequent, the City developed and is implementing a five (5) year water main replacement program to replace 7.7 miles of water main installed prior to 1970.

Table No. 1 Historical Water Audit Summary

Water Audit Line Item	Unit	Calendar Year							Water Year				
		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
WATER SUPPLIED - Total	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	638.00	627.27	677.05
AUTHORIZED CONSUMPTION													
Billed Authorized Use	MG/Yr	498.39	382.80	440.82	456.20	485.81	505.21	516.29	484.84	533.76	557.11	575.15	576.76
Unbilled Authorized Consumption	MG/Yr	6.94	5.95	5.83	6.37	6.77	7.01	7.18	6.88	7.59	8.97	14.96	12.41
AUTHORIZED CONSUMPTION - Total	MG/Yr	505.33	388.75	446.65	462.57	492.58	512.22	523.47	491.72	541.35	566.08	590.11	589.17
NON-REVENUE WATER													
Water Supplied - Total	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	638.00	627.27	677.05
Less Billed and Unbilled Authorized Consumption - Total	MG/Yr	-505.33	-388.75	-446.65	-462.57	-492.58	-512.22	-523.47	-491.72	-541.35	-566.08	-590.11	-589.17
WATER LOSSES - Total	MG/Yr	50.01	87.40	19.38	47.35	49.21	48.36	50.62	59.02	66.24	71.92	37.16	87.87
Plus Unbilled Authorized Consumption (Unbilled Metered and Metered Water)	MG/Yr	6.94	5.95	5.83	6.37	6.77	7.01	7.18	6.88	7.59	8.97	14.96	12.41
NON-REVENUE WATER-Total	MG/Yr	56.95	93.35	25.20	53.72	55.99	55.37	57.80	65.91	73.84	80.89	52.12	100.28
NON-REVENUE WATER %	%	10.3%	19.6%	5.4%	10.5%	10.3%	9.9%	10.1%	12.0%	12.2%	12.7%	8.3%	14.8%

Figure A. Historical Water Audit Summary



However, the Water System Improvement Plan was intended to be a living document which would be reviewed, reevaluated, and modified as appropriate on an annual basis in conjunction with the completion of the annual Water Audit. That being said, the two (2) key parameters to determining the amount of NRW include the water supplied from water treatment plants and the amount of water being billed. City staff has made great efforts in ensuring accurate information is obtained for the water supplied to the distribution system; however, we observed significant fluctuations in the billing data depending on assumptions within the queries. The current billing system is outdated and has limited functionality to query the data with confidence for any given Water Year. Therefore, given the City is not meeting the NRW reduction schedule as of WY2023 and based on our observations and discussions with City staff while preparing the water audits, we recommend the following work items be expedited such that they are complete by September 30, 2026:

1. Completing the Customer Meter Change-out Program
2. Implementing a new billing software and then completing a third-party billing audit once the billing software is in place.

These work items will improve the billing data integrity used in the water audit. The City intends to connect to Lake Michigan in 2028, and therefore it is imperative that the City demonstrate it has reached this goal in the water audit prior to connecting which is the water audit for WY2027, the period from October 1, 2026, through September 30, 2027. Therefore, to meet the NRW goal of less than 10% before connection to DWC, any critical NRW reduction strategies should be implemented by no later than September 30, 2026, such that the impacts can be observed in the WY2027 Water Audit.

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



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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #9

Tracking Number

PW 2024-61

Agenda Item Summary Memo

Title: Route 126 Water Main Improvements – Design Engineering Agreement

Meeting and Date: Public Works Committee – July 16, 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: 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: July 10, 2024
Subject: Rt. 126 Water Main Design Engineering Agreement

Summary

A proposed design engineering agreement from EEI for the design of the Rt. 126 for a fixed fee proposed at \$143,426 and an additional \$63,811 for direct expenses.

Background

This is one of the final pieces for the south receiving station. This water main will begin at the receiving station which is at the intersection of Wing Rd. and Rt. 126 and end at a point east of Mill St. along Rt. 126 where it will tie into the water main for the Timber Ridge subdivision. This water main will be a key distribution main to get Lake Michigan water into our system in the south central and central pressure zones. These zones cover an area from Rt. 71 north all the way through the old part of town and up to Kennedy Rd.

This project was originally scheduled and budgeted late FY25 with the bulk of the project to take place in FY26, but with WIFIA's strict rules and regulations, we thought it prudent to move up the schedule to make sure we have enough time to follow the WIFIA steps including land acquisition. In this current fiscal year, we have \$67,000 budgeted for design engineering with an additional \$209,000 for design engineering and \$25,000 for land acquisition budgeted in FY26. The proposed contract of \$143,426 and \$63,811 for direct costs will easily be under budget in total, but will be over budget in FY25, due to this project being expedited. Nonetheless, Finance Director Fredrickson believes that this FY25 overage will be easily absorbed within the existing adopted budget (due to the implementation timing of the meter replacement and ERP programs), so no budget amendment would be required. This entire project is budgeted in the (51) Water Fund in the Water Sourcing – DWC line item 51-510-60-00-6011 for reference.

Recommendation

Staff recommends approval of this proposal in the amount of \$143,426 for design engineering and \$63,811 for direct costs.

**Route 126 Water Main Improvements
United City of Yorkville
Agreement for Professional Services – Design Engineering**

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Design Engineering is \$143,426.00. Additionally, direct expenses are expected to be \$63,811.00. 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.

Route 126 Water Main Improvements – Design Engineering United City of Yorkville, IL

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to install approximately 6,000 feet of 16" water main to serve as a transmission main from the south receiving station to the existing water system. A map of the project location can be found in Attachment D of this proposal.

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

DESIGN ENGINEERING:

2.1 Project Management and Administration

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

2.2 Project Meetings

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

2.3 Topographic Survey & Easements

- Field Survey
- Drafting to Create Base File
- Preparing Easement Documents

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

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

2.6 Regulatory Agency Coordination and Permitting

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

2.7 Bidding and Contracting Services

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN

- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

DIRECT EXPENSES

Legal Surveying

- Boundary Survey
- Easement Preparation
- Legal Descriptions of Easements
- Purchase Title Commitments

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Seven (7) Soil Borings 10' in depth
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

EXCLUSIONS

The above scope of services does not include the following:

- Property Negotiations
- Environmental Surveys
- Sewer Televising
- Land Acquisition

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										YO2419-P			
PROJECT TITLE										DATE		PREPARED BY	
Route 126 Water Main Improvements										7/8/24		KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$210	\$186	\$234	\$175	\$168	\$175	\$164	\$70		
DESIGN ENGINEERING														
2.1	Project Management and Administration		20	-	32	8	-	-	-	-	-	-	60	\$ 13,128
2.2	Project Meetings		2	-	4	6	-	-	-	-	-	-	12	\$ 2,448
2.3	Topographic Survey & Easements		-	-	4	8	36	-	80	-	-	-	128	\$ 24,192
2.4	Utility Coordination		-	-	3	12	-	-	-	-	-	-	15	\$ 2,862
2.5	Final Plans, Specifications, and Estimates		-	-	98	220	-	-	-	30	84	-	432	\$ 80,526
2.6	Regulatory Agency Coordination and Permitting		-	-	29	54	-	-	-	-	-	-	83	\$ 16,134
2.7	Bidding and Contracting		1	-	8	10	-	-	-	-	-	5	24	\$ 4,136
Design Engineering Subtotal:			23	-	178	318	36	-	80	30	84	5	754	\$ 143,426
PROJECT TOTAL:			23	-	178	318	36	-	80	30	84	5	754	143,426

EEI STAFF

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

DIRECT EXPENSES

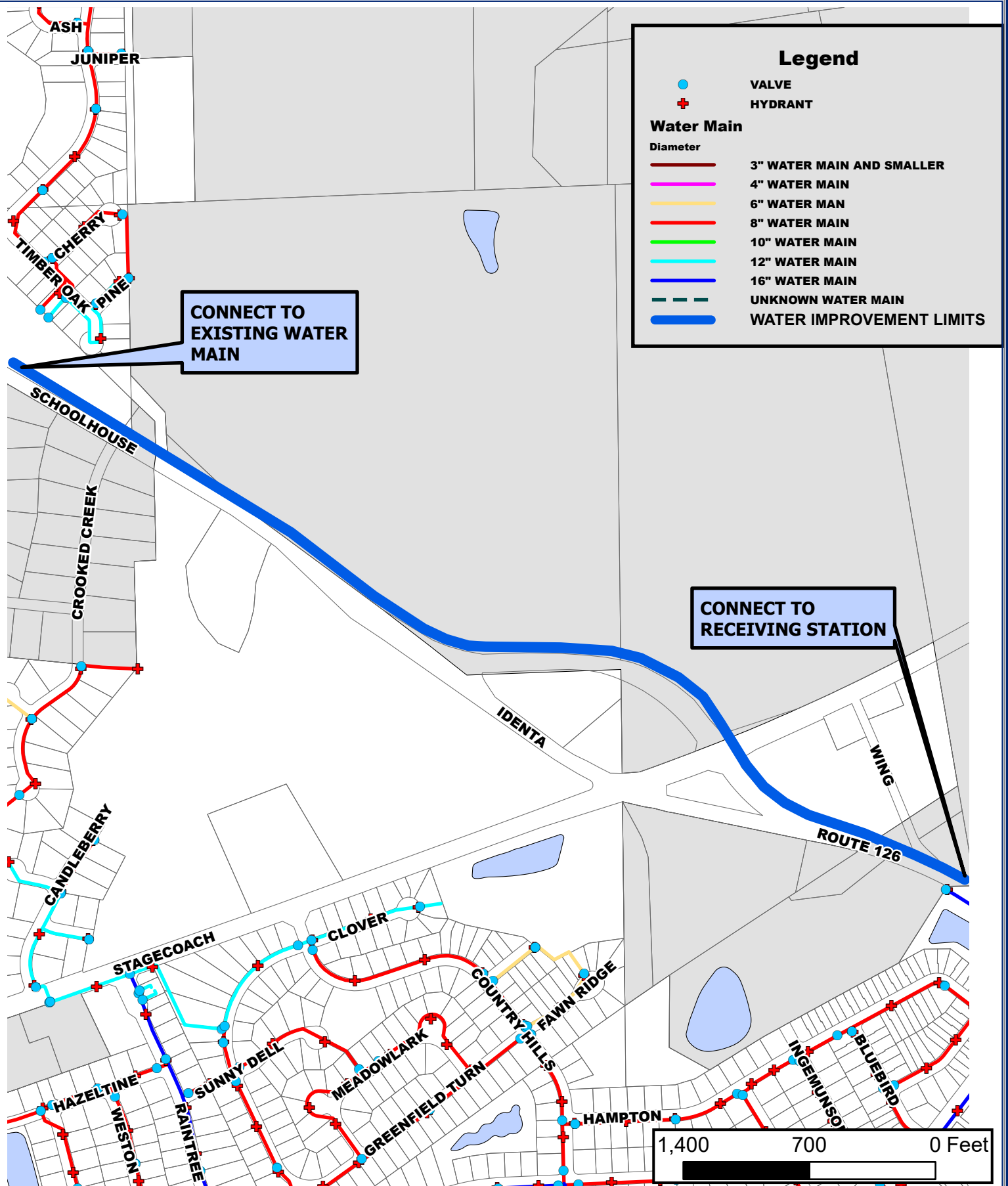
Printing =	\$	100
Legal Surveying =	\$	41,481
Title Commitments =	\$	9,600
Geotechnical/CCDD =	\$	12,630
DIRECT EXPENSES =	\$	63,811

LABOR SUMMARY

EEI Labor Expenses =	\$	143,426
TOTAL LABOR EXPENSES	\$	143,426

TOTAL COSTS \$ 207,237





Engineering Enterprises, Inc.

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

DATE: JULY 2024
 PROJECT NO.: YO2419
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2024\1
 FILE: YO2419_Route 126 Water Main Improvements

ATTACHMENT D ROUTE 126 WATER MAIN IMPROVEMENTS LOCATION MAP



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT								PROJECT NUMBER							
United City of Yorkville								YO2419-P							
PROJECT TITLE								DATE				PREPARED BY			
Route 126 Water Main Improvements								7/8/24				KDW			
TASK NO.	TASK DESCRIPTION														
		2024						2025							
		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	
DESIGN ENGINEERING															
2.1	Project Management and Administration														
2.2	Project Meetings														
2.3	Topographic Survey														
2.4	Utility Coordination														
2.5	Final Plans, Specifications, and Estimates														
2.6	Regulatory Agency Coordination and Permitting														
2.7	Bidding and Contracting														

Note: Land acquisition anticipated to take 6-8 months





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



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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #10

Tracking Number

PW 2024-62

Agenda Item Summary Memo

Title: Lake Michigan South Receiving Station Standpipe – Design Engineering Agreement

Meeting and Date: Public Works Committee – July 16, 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: 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: July 10, 2024
Subject: South Receiving Station Standpipe Design Engineering Agreement

Summary

A proposed design engineering agreement from EEI for the South Receiving Station Standpipe. This tank is needed as part of the Lake Michigan project. This is budgeted for in the approved FY 25 budget.

Background

As part of our Lake Michigan allocation, we are required to have 2 days' worth of water in storage. To meet this rule, the city has proposed to construct an EWST in the northwest quadrant of the city and a standpipe in the southeast quadrant. This agreement addresses the northwest EWST and its design.

Last month, the committee saw the design engineering agreements for the receiving stations. This month is the storage tanks that we are going to pump water into from those receiving stations. These are under separate contracts because this type of work is so specialized and there are very few bidders. We want to keep this separate from the receiving stations to ensure quality bidders.

EEI is proposing a fixed fee of \$219,034. This is \$30,966 under the budgeted amount. In addition to the standard engineering work, this contract includes WIFIA coordination and subcontractor oversight and management.

This is in the approved budget in the water fund line-item Water Sourcing-DWC 51-510-60-00-6011.

Recommendation

Staff Recommends approval of this contract with EEI in the amount of \$219,034.

**Lake Michigan South Receiving Station Standpipe
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 \$219,034.00. 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

Bradley P. Sanderson, PE
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 Standpipe – Design Engineering United City of Yorkville, IL

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to construct a standpipe in conjunction with the Lake Michigan South Receiving Station needed to connect to and receive water supply from DuPage Water Commission (DWC). A concept site plan for the Receiving Station which includes the approximate location of the standpipe 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 Water Infrastructure and Innovation Act of 2014 (WIFIA), and WIFIA funding is anticipated to be used for a portion of this project.

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

PROJECT FACILITATION AND ADMINISTRATION:

- 0.01 Project Management and Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Coordination with the City and Subconsultants
- 0.02 On-going City Communication/Coordination Updates
- 0.03 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

PRELIMINARY DESIGN PHASE:

- 1.01 Confirm the Size and Dimensions of the Standpipe
- 1.02 Prepare Summary of Potential Bidders / Tank Erectors
- 1.03 Coordinate Soil Borings and Soils Report
- 1.04 Conduct Site Visits (2) - Pre and Post Design
- 1.05 Perform a JULIE Design Request
- 1.06 Coordination with North Receiving Station Design Team for Bid Item/Scope Boundaries
- 1.07 Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)
- 1.08 Prepare and Obtain the Following Permits/Sign-offs
 - IDNR - EcoCAT Sign-off
 - SHPO/HARGIS - Historic Sign-off
 - Stormwater Permitting (Assumes No Wetlands, No Floodplain)

- IDNR - Notice of Intent (NOI)
 - City Building Permit
 - Federal Aviation Administration
- 1.09 Electrical/ComEd Application Preparation and Initial Coordination
 - 1.10 Facilitate Mixing System Discussions with Vendors
 - 1.11 Facilitate Cathodic Protection Discussions with Vendors
 - 1.12 Prepare/Review Coating Systems and Tank Optional Features with City Staff
 - 1.13 Develop Tank Orientation/Tank Cross-Section Plans
 - 1.14 Prepare Logo Renderings (3) and Facilitate Logo Discussion with City
 - 1.15 Telecommunication Facility Location Coordination
 - 1.16 Prepare 30% Complete Drawings and Specifications
 - 1.17 Present Final Layout and Logo to City Council/PW Committee

FINAL DESIGN PHASE

- 2.01 Prepare 60% Complete Drawings and Specifications
- 2.02 Coordination with Landscape Architect
- 2.03 Prepare 95% Complete Drawings and Specifications
- 2.04 Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)
- 2.05 Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)
- 2.06 Prepare 95% Engineer's Opinion of Probable Construction Cost
- 2.07 SCADA Integration and Design
- 2.08 Complete Plans and Specifications to 100%
- 2.09 Prepare 100% Engineer's Opinion of Probable Construction Cost

BIDDING AND CONTRACTING PHASE

- 3.01 Prepare Final Bid Documents and Coordinate Advertise for Bid
- 3.02 Respond to Bidder Inquiries/Prepare Addenda
- 3.03 Maintain Bidders List, Coordinate Addenda and Distribution Utilizing Quest
- 3.04 Prepare IEPA - Notice of Intent
- 3.05 Prepare for and Attend Bid Opening
- 3.06 Assist City in Review of Bids and Prepare Bid Tabulation/Contract
- 3.07 Attend City Council/PW Committee Meeting for Anticipated Contract Award

FUNDING ASSISTANCE

- 4.01 Coordinating WIFIA Loan
 - Coordination with USEPA to furnish required documentation necessary for 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

DIRECT EXPENSES

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

- Electrical/SCADA (Consultant To Be Determined)

- Geotechnical and CCDD (Rubino Engineering, Inc.)
 - Four (4) Soil Borings at a Maximum Depth of 100' (or to refusal)
 - Prepare Geotechnical Report and CCDD Analysis
 - Prepare LPC 662/663 Permit
- Archaeological Survey
- Title Commitment
- Landscape Architecture

NOTES AND EXCLUSIONS

- The above scope of services does not include the following:
 - Construction Engineering
 - Topographic Survey and ALTA Survey
 - Plat of Dedication and/or Plat of Easement preparation
 - Land Acquisition and Property Negotiations
 - Environmental Surveys
 - WIFIA Loan Application or Loan Processing/Coordination other than items noted in above scope
 - Illinois PWSLP State Revolving Fund Coordination or Assistance
 - New Electrical Service Fees
 - Engineering Related to the Pump Station
 - Engineering Related to an Altitude Valve
 - Engineering related to a Chlorine Analyzer Within the Tank
 - Permitting and Sign-off Coordination Other Than Those identified in 1.08 and 2.05

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						YO2417-P					
PROJECT TITLE						DATE			PREPARED BY		
Lake Michigan South Receiving Station Standpipe						7/9/24			MLP		

TASK NO.	TASK DESCRIPTION	ROLE	PIC	QC/QA	PM	SPE 2	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$210	\$200	\$168	\$175	\$164	\$70		
PROJECT FACILITATION & ADMINISTRATION												
0.01	Project Management and Administration		2		12						14	\$ 3,012
0.02	On-going City Communication/Coordination/Updates			12		4					16	\$ 3,692
0.03	Project Initiation & Progress Meetings (3 Total Meetings with City plus internal review meetings)		9	9	12	3	12				45	\$ 9,519
Project Facilitation & Administration Subtotal:			11	21	24	7	12	-	-	-	75	\$ 16,223

PRELIMINARY DESIGN PHASE												
1.01	Confirm the Size and Dimensions of the Standpipe		1	8	8		8				25	\$ 5,198
1.02	Prepare Summary of Potential Bidders / Tank Erectors			1	2	2	4				9	\$ 1,733
1.03	Coordinate Soil Borings and Soils Report			1	1		4	4			10	\$ 1,823
1.04	Conduct Site Visits (2) - Pre and Post Design			6	6		6				18	\$ 3,714
1.05	Perform a JULIE Design Request				2		6				8	\$ 1,428
1.06	Coordination with North Receiving Station Design Team for Bid Item/Scope Boundaries			4	4		4				12	\$ 2,476
1.07	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)			2	8	1	8	12			31	\$ 5,806
1.08	Permits/Sign-offs										-	\$ -
	IDNR - EcoCAT Sign-off				1		2				3	\$ 546
	SHPO/HARGIS - Historic Sign-off				1		2	4			7	\$ 1,246
	Stormwater Permitting (Assumes No Wetlands, No Floodplain)				1	8	2				11	\$ 2,146
	IDNR - Notice of Intent (NOI)				1		2				3	\$ 546
	City Building Permit				1		1				2	\$ 378
	Federal Aviation Administration				1		2	4			7	\$ 1,246
1.09	Electrical/ComEd Application and Initial Coordination			4	12		12				28	\$ 5,500
1.10	Facilitate Mixing System Discussions with Vendors			2	4	4	8				18	\$ 3,466
1.11	Facilitate Cathodic Protection Discussions with Vendors			2	4	4	4				14	\$ 2,794
1.12	Prepare/Review Coating Systems and Tank Optional Features with City Staff			2	4	4	4				14	\$ 2,794
1.13	Develop Tank Orientation/Tank Cross-Section Plans			2		6			12		20	\$ 3,650
1.14	Prepare Logo Renderings (3) and Facilitate Logo Discussion with City		1	4	4		4		24		37	\$ 6,658
1.15	Telecommunication Facility Location Coordination					4			24		28	\$ 4,736
1.16	Prepare 30% Complete Drawings and Specifications			4	8	8			12		32	\$ 6,212
1.17	Present Final Layout and Logo to City Council/PW Committee		2								2	\$ 492
Preliminary Design Phase Subtotal:			4	42	73	41	83	24	72	-	339	\$ 64,588

FINAL DESIGN PHASE												
2.01	Prepare 60% Complete Drawings and Specifications				12	12			12		36	\$ 6,888
2.02	Coordination with Landscape Architect				1		1		4		6	\$ 1,034
2.03	Prepare 95% Complete Drawings and Specifications			4	40	8	40		40		132	\$ 24,244
2.04	Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)			4	4						8	\$ 1,804
2.05	Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)			1	4		6				11	\$ 2,089
2.06	Prepare 95% Engineer's Opinion of Probable Construction Cost			1	2	1	12				16	\$ 2,877
2.07	SCADA Integration and Design			2	4	4	8				18	\$ 3,466
2.08	Complete Plans and Specifications to 100%		4	2	4	2	8		12		32	\$ 6,018
2.09	Prepare 100% Engineer's Opinion of Probable Construction Cost		1	1	2	1	2				7	\$ 1,443
Final Design Phase Subtotal:			5	15	73	28	77	-	68	-	266	\$ 49,863

BIDDING AND CONTRACTING PHASE												
3.01	Prepare Final Bid Documents and Coordinate Advertise for Bid			1	4	2	8				15	\$ 2,825
3.02	Respond to Bidder Inquiries/Prepare Addenda			6	12	6	16				40	\$ 7,854
3.03	Maintain Bidders List, Coordinate Addenda and Distribution - Use Quest									4	4	\$ 280
3.04	Prepare IEPA - Notice of Intent						2				2	\$ 336
3.05	Prepare for and Attend Bid Opening				4		4			2	10	\$ 1,652
3.06	Assist City in Review of Bids and Prepare Bid Tabulation/Contract			1			4			2	7	\$ 1,053
3.07	Attend City Council/PW Committee Meeting for Anticipated Contract Award		2								2	\$ 492
Bidding and Contracting Phase Subtotal:			2	8	20	8	34	-	-	8	80	\$ 14,492

FUNDING ASSISTANCE												
4.01	Coordinating WIFIA Loan				8		16				24	\$ 4,368
Funding Assistance Subtotal:			-	-	8	-	16	-	-	-	24	\$ 4,368

SURVEYING												
5.01	Surveying (Topographic Survey and ALTA Survey)	INCLUDED IN THE SOUTH RECEIVING STATION CONTRACT SCOPE									-	\$ -
Surveying Subtotal:			-	-	-	-	-	-	-	-	-	\$ -

PROJECT TOTAL: 22 86 198 84 222 24 140 8 784 149,534

EEL STAFF

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

DIRECT EXPENSES

Printing = \$ 500
Vehicle Charges/Mileage = \$ 200
Electrical/SCADA = \$ 30,000
Geotechnical and CCDD = \$ 30,000
Archaeological Survey = \$ 5,000
Title Commitment = \$ 800
Landscape Architect = \$ 3,000
DIRECT EXPENSES = \$ 69,500

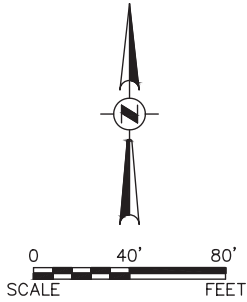
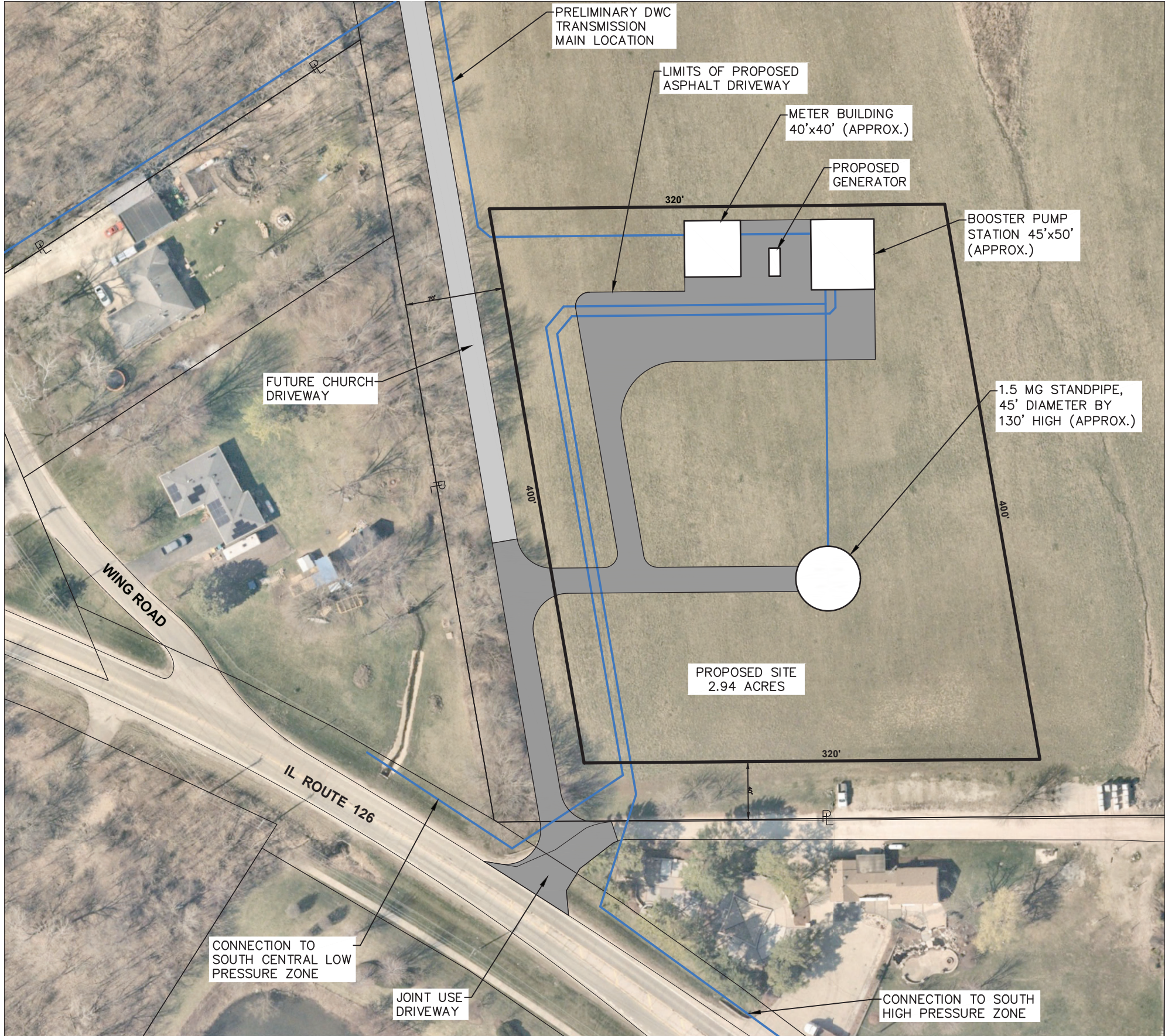
LABOR SUMMARY

EEL Labor Expenses = \$ 149,534
TOTAL LABOR EXPENSES \$ 149,534

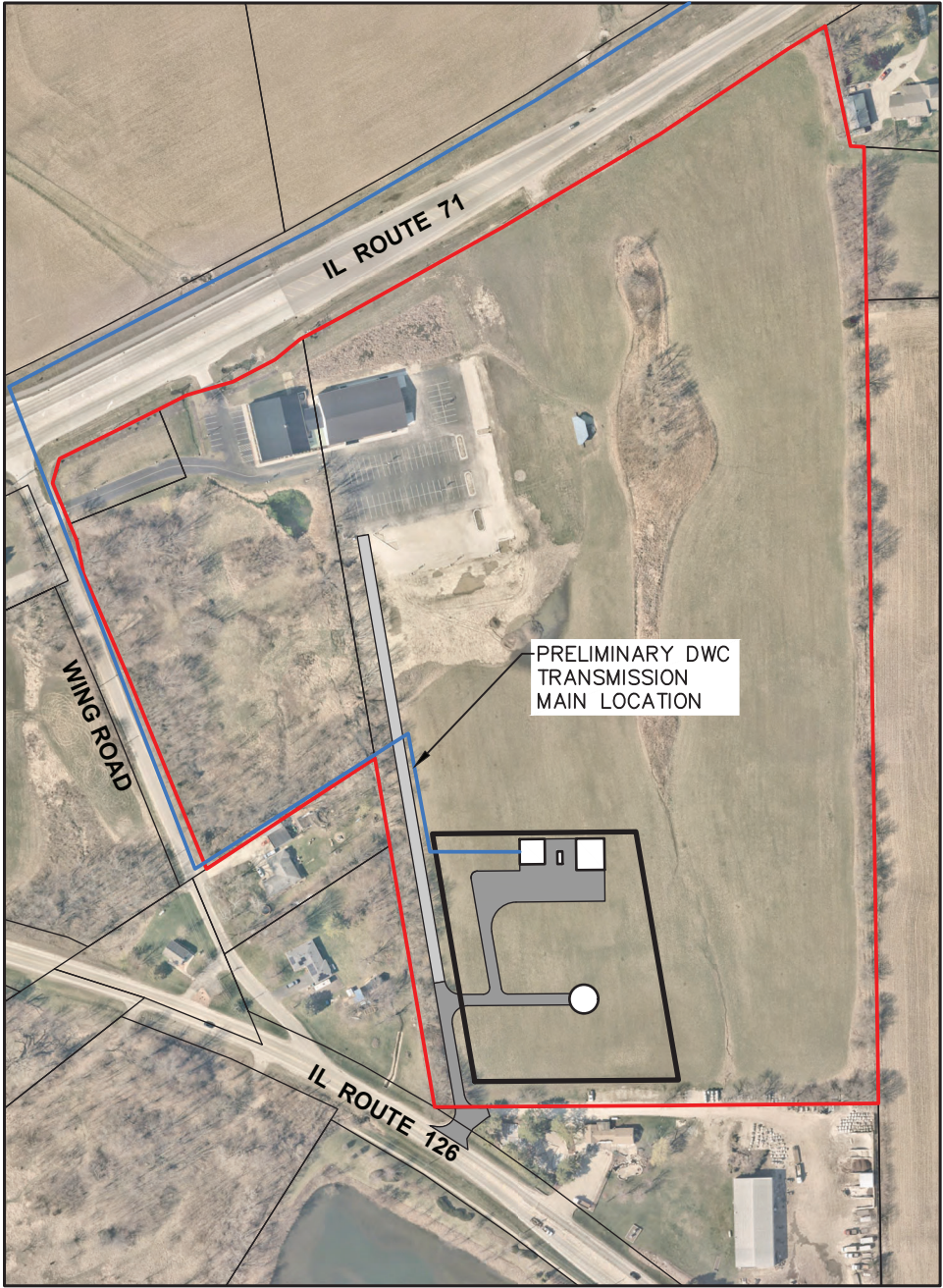
TOTAL COSTS \$ 219,034



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



CONFIDENTIAL



LOCATION MAP
SCALE: 1"=150'

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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:\SOSKPRO\YO_YORKVILLE\2023\Y02326\DWG EXHIBIT\Y02326-SITE

ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER				
United City of Yorkville						YO2417-P				
PROJECT TITLE						DATE		PREPARED BY		
Lake Michigan South Receiving Station Standpipe						7/9/24		MLP		

TASK NO.	TASK DESCRIPTION							2025				
		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY

PROJECT FACILITATION & ADMINISTRATION

0.01	Project Management and Administration											
0.02	On-going City Communication/Coordination/Updates											
0.03	Project Initiation & Progress Meetings (3 Total Meetings with City plus internal											

PRELIMINARY DESIGN PHASE

1.01	Confirm the Size and Dimensions of the Standpipe											
1.02	Prepare Summary of Potential Bidders / Tank Erectors											
1.03	Coordinate Soil Borings and Soils Report											
1.04	Conduct Site Visits (2) - Pre and Post Design											
1.05	Perform a JULIE Design Request											
1.06	Coordination with North Receiving Station Design Team for Bid Item/Scope Boundaries											
1.07	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)											
1.08	Permits/Sign-offs											
	IDNR - EcoCAT Sign-off											
	SHPO/HARGIS - Historic Sign-off											
	Stormwater Permitting (Assumes No Wetlands, No Floodplain)											
	IDNR - Notice of Intent (NOI)											
	City Building Permit											
	Federal Aviation Administration											
1.09	Electrical/ComEd Application and Initial Coordination											
1.1	Facilitate Mixing System Discussions with Vendors											
1.11	Facilitate Cathodic Protection Discussions with Vendors											
1.12	Prepare/Review Coating Systems and Tank Optional Features with City Staff											
1.13	Develop Tank Orientation/Tank Cross-Section Plans											
1.14	Prepare Logo Renderings (3) and Facilitate Logo Discussion with City											
1.15	Telecommunication Facility Location Coordination											
1.16	Prepare 30% Complete Drawings and Specifications											
1.17	Present Final Layout and Logo to City Council/PW Committee											

FINAL DESIGN PHASE

2.01	Prepare 60% Complete Drawings and Specifications											
2.02	Coordinate with Landscape Architect											
2.03	Prepare 95% Complete Drawings and Specifications											
2.04	Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)											
2.05	Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)											
2.06	Prepare 95% Engineer's Opinion of Probable Construction Cost											
2.07	SCADA Integration and Design											
2.08	Complete Plans and Specifications to 100%											
2.09	Prepare 100% Engineer's Opinion of Probable Construction Cost											

BIDDING AND CONTRACTING PHASE

3.01	Prepare Final Bid Documents and Coordinate Advertise for Bid											
3.02	Respond to Bidder Inquiries/Prepare Addenda											
3.03	Maintain Bidders List, Coordinate Addenda and Distribution - Use Quest											
3.04	Prepare IEPA - Notice of Intent											
3.05	Prepare for and Attend Bid Opening											
3.06	Assist City in Review of Bids and Prepare Bid Tabulation/Contract											
3.07	Attend City Council/PW Committee Meeting for Anticipated Contract Award and Coordinate Contracts											

FUNDING ASSISTANCE

4.01	Coordinating WIFIA Loan											
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Engineering Enterprises, Inc.

ATTACHMENT F - 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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #11

Tracking Number

PW 2024-63

Agenda Item Summary Memo

Title: Northwest Elevated Water Storage Tank – Design Engineering Agreement

Meeting and Date: Public Works Committee – July 16, 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: Eric Dhuse
Name Department
Public Works

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: July 10, 2024
Subject: Northwest EWST Design Engineering Agreement

Summary

A proposed design engineering agreement from EEI for the Northwest Elevated Water Storage Tank (EWST). This tank is needed as part of the Lake Michigan project. This is budgeted for in the approved FY 25 budget.

Background

As part of our Lake Michigan allocation, we are required to have 2 days' worth of water in storage. To meet this rule, the city has proposed to construct an EWST in the northwest quadrant of the city and a standpipe in the southeast quadrant. This agreement addresses the northwest EWST and its design.

Last month, the committee saw the design engineering agreements for the receiving stations. This month is the storage tanks that we are going to pump water into from those receiving stations. These are under separate contracts because this type of work is so specialized and there are very few bidders. We want to keep this separate from the receiving stations to ensure quality bidders.

EEI is proposing a fixed fee of \$258,234. This is \$8,234 over the budgeted amount. In addition to the standard engineering work, this contract also includes legal surveying, State Revolving Fund coordination, subcontractor oversight and coordination for geotechnical and landscape Architects. Lastly, this contract includes some design work for water main to get to the site from the intersection of Eldamain and Corneils Rd.

This is in the approved budget in the water fund line-item Water Sourcing-DWC 51-510-60-00-6011.

Recommendation

Staff Recommends approval of this contract with EEI in the amount of \$258,234.

**Northwest Elevated Water Storage Tank
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 \$258,234.00. The hourly rates for this project are shown in Attachment E. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without 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: Anticipated Project Schedule

Attachment E: 2024 Standard Schedule of Charges

Attachment F: IEPA Professional Services Contract Clauses

Attachment G: 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

Bradley P. 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.

Northwest Elevated Water Storage Tank (Spheroid) – Design Engineering United City of Yorkville, IL

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to construct a water spheroid as part of the connection needs to receive water supply from DuPage Water Commission (DWC). Items include design of a new elevated water storage tank (spheroidal style) along with approximately 1,500 feet of water main and valves to the point of connection to the existing water main. The location of the tank will be confirmed as part of this scope, but it is currently anticipated to be approximately 1,500 feet north of the intersection of Eldamain Road and Corneils Road on the east side of the road.

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:

PROJECT FACILITATION AND ADMINISTRATION:

- 0.01 Project Management and Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Coordination with the City and Subconsultants
- 0.02 On-going City Communication/Coordination Updates
- 0.03 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

PRELIMINARY DESIGN PHASE:

- 1.01 Confirm the Size of the EWST (2.0 MG)
- 1.02 Confirm the location of the EWST
- 1.03 Prepare Summary of Potential Bidders / Tank Erectors
- 1.04 Coordinate Soil Borings and Soils Report
- 1.05 Conduct Site Visits (2) - Pre and Post Design
- 1.06 Perform a JULIE Design Request
- 1.07 Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)

- 1.08 Prepare Preliminary Routing of Off-site Water Main (Approximately 1,500 feet)
- 1.09 Prepare and Obtain the Following Permits/Sign-offs
 - IDNR - EcoCAT Sign-off
 - SHPO/HARGIS - Historic Sign-off
 - Stormwater Permitting (Assumes No Wetlands, No Floodplain)
 - IDNR - Notice of Intent (NOI)
 - City Building Permit
 - Federal Aviation Administration
- 1.10 Electrical/ComEd Application Preparation and Initial Coordination
- 1.11 Facilitate Mixing System Discussions with Vendors
- 1.12 Facilitate Cathodic Protection Discussions with Vendors
- 1.13 Prepare/Review Coating Systems and Tank Optional Features with City Staff
- 1.14 Develop Tank Orientation/Tank Cross-Section Plans
- 1.15 Prepare Logo Renderings (3) and Facilitate Logo Discussion with City
- 1.16 Telecommunication Facility Location Coordination
- 1.17 Prepare 30% Complete Drawings and Specifications
- 1.18 Present Final Layout and Logo to City Council/PW Committee

FINAL DESIGN PHASE

- 2.01 Prepare 60% Complete Drawings and Specifications
- 2.02 Coordination with Landscape Architect
- 2.02 Prepare 95% Complete Drawings and Specifications
- 2.03 Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)
- 2.04 Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)
- 2.05 Prepare 95% Engineer's Opinion of Probable Construction Cost
- 2.06 SCADA Integration and Design
- 2.07 Complete Plans and Specifications to 100%
- 2.08 Prepare 100% Engineer's Opinion of Probable Construction Cost

BIDDING AND CONTRACTING PHASE

- 3.01 Prepare Final Bid Documents and Coordinate Advertise for Bid
- 3.02 Respond to Bidder Inquiries/Prepare Addenda
- 3.03 Maintain Bidders List, Coordinate Addenda and Distribution Utilizing Quest
- 3.04 Prepare IEPA - Notice of Intent
- 3.05 Prepare for and Attend Bid Opening
- 3.06 Assist City in Review of Bids and Prepare Bid Tabulation/Contract
- 3.07 Attend City Council/PW Committee Meeting for Anticipated Contract Award

FUNDING ASSISTANCE

- 4.01 Preparing and Coordinating Illinois PWSLP 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
- 4.02 Coordinating WIFIA Loan
- Coordination with USEPA to furnish required documentation necessary for 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

SURVEYING

- 5.01 Perform and prepare a topological survey for 225' x 225' site plus approximately 1500 feet of water main
- Perform Field Topographic and Boundary Work
 - Process Topographic Survey
- 5.02 Prepare an ALTA Survey for the 225' x 225' site
- 5.03 Prepare Plat of Easement or Easement Exhibit for the Temporary Easement associated with the 1,500 feet of Off-site Water Main

DIRECT EXPENSES

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

- Electrical/SCADA (Consultant To Be Determined)
- Geotechnical and CCDD (Rubino Engineering, Inc.)
 - Four (4) Soil Borings at a Maximum Depth of 100' (or to refusal)
 - Three (3) Soil Borings at a Maximum Depth of 25'
 - Prepare Geotechnical Report and CCDD Analysis
 - Prepare LPC 662/663 Permit
- Archaeological Survey
- Title Commitment
- Landscape Architecture

NOTES AND EXCLUSIONS

- Assumed no stormwater detention will be required.
- The above scope of services does not include the following:
 - Construction Engineering

- Site Survey Outside of Scope Identified in Scope Item 5.01
- Land Acquisition and Property Negotiations
- Environmental Surveys
- WIFIA Loan Application or Loan Processing/Coordination other than items noted in above scope
- New Electrical Service Fees
- Engineering Related to an Altitude Valve
- Engineering related to a Chlorine Analyzer Within the Tank
- Permitting and Sign-off Coordination Other Than Those identified in 1.09 and 2.04

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 E) 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						YO2418-P					
PROJECT TITLE						DATE		PREPARED BY			
Northwest Elevated Water Storage Tank (Spheroid)						7/9/24		MLP			

TASK NO.	TASK DESCRIPTION	ROLE	PIC	QC/QA	SPM	PM	SPE 2	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$234	\$210	\$200	\$168	\$175	\$164	\$70		
PROJECT FACILITATION & ADMINISTRATION													
0.01	Project Management and Administration		2			12						14	\$ 3,012
0.02	On-going City Communication/Coordination/Updates			12			4					16	\$ 3,692
0.03	Project Initiation & Progress Meetings (3 Total Meetings with City plus internal review meetings)		9	9		12	3	12				45	\$ 9,519
Project Facilitation & Administration Subtotal:			11	21	-	24	7	12	-	-	-	75	\$ 16,223
PRELIMINARY DESIGN PHASE													
1.01	Confirm the Size of the EWST (2.0 MG)		1	4								5	\$ 1,210
1.02	Confirm the location of the EWST		4	2		2						8	\$ 1,886
1.03	Prepare Summary of Potential Bidders / Tank Erectors			1		2	2	4				9	\$ 1,733
1.04	Coordinate Soil Borings and Soils Report			1		1		4	4			10	\$ 1,823
1.05	Conduct Site Visits (2) - Pre and Post Design			6		6		6				18	\$ 3,714
1.06	Perform a JULIE Design Request					2		6				8	\$ 1,428
1.07	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)			2		8	1	8	12			31	\$ 5,806
1.08	Prepare Preliminary Routing of Off-site Water Main (Approximately 1,500 feet)			2		8		8	12			30	\$ 5,606
1.09	Permits/Sign-offs											-	\$ -
	IDNR - EcoCAT Sign-off							2				3	\$ 546
	SHPO/HARGIS - Historic Sign-off					1		2	4			7	\$ 1,246
	Stormwater Permitting (Assumes No Wetlands, No Floodplain)					1	8	2				11	\$ 2,146
	IDNR - Notice of Intent (NOI)					1		2				3	\$ 546
	City Building Permit					1		1				2	\$ 378
	Federal Aviation Administration					1		2	4			7	\$ 1,246
1.10	Electrical/ComEd Application and Initial Coordination			4		16		16				36	\$ 7,012
1.11	Facilitate Mixing System Discussions with Vendors			2		4	4	8				18	\$ 3,466
1.12	Facilitate Cathodic Protection Discussions with Vendors			2		4	4	4				14	\$ 2,794
1.13	Prepare/Review Coating Systems and Tank Optional Features with City Staff			2		4	4	4				14	\$ 2,794
1.14	Develop Tank Orientation/Tank Cross-Section Plans			2			6			12		20	\$ 3,650
1.15	Prepare Logo Renderings (3) and Facilitate Logo Discussion with City		1	4		4		4		24		37	\$ 6,658
1.16	Telecommunication Facility Location Coordination						4			24		28	\$ 4,736
1.17	Prepare 30% Complete Drawings and Specifications			4		8	8			12		32	\$ 6,212
1.18	Present Final Layout and Logo to City Council/PW Committee		2									2	\$ 492
Preliminary Design Phase Subtotal:			8	38	-	75	41	83	36	72	-	353	\$ 67,128
FINAL DESIGN PHASE													
2.01	Prepare 60% Complete Drawings and Specifications					16	16			16		48	\$ 9,184
2.02	Coordinate with Landscape Architect						1		1		4	6	\$ 1,034
2.03	Prepare 95% Complete Drawings and Specifications			4		40	8	40		40		132	\$ 24,244
2.04	Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)			4		4						8	\$ 1,804
2.05	Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)			1		4		6				11	\$ 2,089
2.06	Prepare 95% Engineer's Opinion of Probable Construction Cost			1		2	1	12				16	\$ 2,877
2.07	SCADA Integration and Design			2		4	4	8				18	\$ 3,466
2.08	Complete Plans and Specifications to 100%		4	2		4	2	8		12		32	\$ 6,018
2.09	Prepare 100% Engineer's Opinion of Probable Construction Cost		1	1		2	1	2				7	\$ 1,443
Final Design Phase Subtotal:			5	15	-	77	32	77	-	72	-	278	\$ 52,159
BIDDING AND CONTRACTING PHASE													
3.01	Prepare Final Bid Documents and Coordinate Advertise for Bid			1		4	2	8				15	\$ 2,825
3.02	Respond to Bidder Inquiries/Prepare Addenda			6		12	6	16				40	\$ 7,854
3.03	Maintain Bidders List, Coordinate Addenda and Distribution - Use Quest										4	4	\$ 280
3.04	Prepare IEPA - Notice of Intent							2				2	\$ 336
3.05	Prepare for and Attend Bid Opening					4		4			2	10	\$ 1,652
3.06	Assist City in Review of Bids and Prepare Bid Tabulation/Contract			1				4			2	7	\$ 1,053
3.07	Attend City Council/PW Committee Meeting for Anticipated Contract Award		2									2	\$ 492
Bidding and Contracting Phase Subtotal:			2	8	-	20	8	34	-	-	-	80	\$ 14,492
FUNDING ASSISTANCE													
4.01	Preparing and Coordinating Illinois PWSLP Loan Application		4	16		24		60				104	\$ 19,960
4.02	Coordinating WIFIA Loan					8		16				24	\$ 4,368
Funding Assistance Subtotal:			4	16	-	32	-	76	-	-	-	128	\$ 24,328
SURVEYING													
5.01	Surveying (Topographic Survey, ALTA Survey, and Plat of Easement/Easement Exhibit)				31				18			49	\$ 10,404
Surveying Subtotal:			-	-	31	-	-	-	18	-	-	49	\$ 10,404

PROJECT TOTAL: 30 98 31 228 88 282 54 144 8 963 184,734

EEl STAFF

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

DIRECT EXPENSES

Printing = \$ 500
Vehicle Charges/Mileage = \$ 200
Electrical/SCADA = \$ 30,000
Geotechnical and CCDD = \$ 35,000
Archaeological Survey = \$ 5,000
Title Commitment = \$ 800
Landscape Architect = \$ 2,000
DIRECT EXPENSES = \$ 73,500

LABOR SUMMARY

EEl Labor Expenses = \$ 184,734
TOTAL LABOR EXPENSES \$ 184,734

TOTAL COSTS \$ 258,234



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER				
United City of Yorkville						YO2418-P				
PROJECT TITLE						DATE		PREPARED BY		
Northwest Elevated Water Storage Tank (Spheroid)						7/9/24		MLP		

TASK NO.	TASK DESCRIPTION												
		2024						2025					
		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	

PROJECT FACILITATION & ADMINISTRATION

0.01	Project Management and Administration											
0.02	On-going City Communication/Coordination/Updates											
0.03	Project Initiation & Progress Meetings (3 Total Meetings with City plus											

PRELIMINARY DESIGN PHASE

1.01	Confirm the Size of the EWST (2.0 MG)											
1.02	Confirm the location of the EWST											
1.03	Prepare Summary of Potential Bidders / Tank Erectors											
1.04	Coordinate Soil Borings and Soils Report											
1.05	Conduct Site Visits (2) - Pre and Post Design											
1.06	Perform a JULIE Design Request											
1.07	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)											
1.08	Prepare Preliminary Routing of Off-site Water Main (Approx. 1,500 feet)											
1.09	Permits/Sign-offs											
	IDNR - EcoCAT Sign-off											
	SHPO/HARGIS - Historic Sign-off											
	Stormwater Permitting (Assumes No Wetlands, No Floodplain)											
	IDNR - Notice of Intent (NOI)											
	City Building Permit											
	Federal Aviation Administration											
1.10	Electrical/ComEd Application and Initial Coordination											
1.11	Facilitate Mixing System Discussions with Vendors											
1.12	Facilitate Cathodic Protection Discussions with Vendors											
1.13	Prepare/Review Coating Systems and Tank Optional Features with City Staff											
1.14	Develop Tank Orientation/Tank Cross-Section Plans											
1.15	Prepare Logo Renderings (3) and Facilitate Logo Discussion with City											
1.16	Telecommunication Facility Location Coordination											
1.17	Prepare 30% Complete Drawings and Specifications											
1.18	Present Final Layout and Logo to City Council/PW Committee											

FINAL DESIGN PHASE

2.01	Prepare 60% Complete Drawings and Specifications											
2.02	Coordinate with Landscape Architect											
2.03	Prepare 95% Complete Drawings and Specifications											
2.04	Prepare Basis of Design for EWST for IEPA Permit (Public Water Supplies)											
2.05	Prepare, Coordinate, and Submit IEPA Permit Applications (Public Water Supplies)											
2.06	Prepare 95% Engineer's Opinion of Probable Construction Cost											
2.07	SCADA Integration and Design											
2.08	Complete Plans and Specifications to 100%											
2.09	Prepare 100% Engineer's Opinion of Probable Construction Cost											

BIDDING AND CONTRACTING PHASE

3.01	Prepare Final Bid Documents and Coordinate Advertise for Bid											
3.02	Respond to Bidder Inquiries/Prepare Addenda											
3.03	Maintain Bidders List, Coordinate Addenda and Distribution - Use Quest											
3.04	Prepare IEPA - Notice of Intent											
3.05	Prepare for and Attend Bid Opening											
3.06	Assist City in Review of Bids and Prepare Bid Tabulation/Contract											
3.07	Attend City Council/PW Committee Meeting for Anticipated Contract Award and Coordinate Contracts											

FUNDING ASSISTANCE

4.01	Preparing and Coordinating Illinois PWSLP Loan Application											
4.02	Coordinating WIFIA Loan											

SURVEYING

5.01	Surveying (Topographic Survey, ALTA Survey, and Plat of Easement/Easement Exhibit)											
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Engineering Enterprises, Inc.

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



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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00

ATTACHMENT F
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 G
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 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 #12

Tracking Number

PW 2024-64

Agenda Item Summary Memo

Title: YBSD Water Main Extension – Recommendation of Award

Meeting and Date: Public Works Committee – July 16, 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: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: June 10, 2024
Subject: YBSD Water Main Extension

Bids were received, opened and tabulated for work to be done on the YBSD Water Main Extension at 11:00 a.m., June 6, 2024. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

The low bidder performed work for the City in 2021 on the Elizabeth Street and Appletree Court. Their performance on the project was not up to City standards. Issues noted were as follows:

- Daily production was significantly less than expected which led to a longer time period that residents were disrupted. This also led to increased construction engineering fees.
- Completion of the punchlist work and final project restoration was challenging and took much longer than expected. The restoration was not fully accepted until one year after substantial completion.
- Overall project management and scheduling for the completion of the various tasks was not to City expectations (water main, water services, paving, grading and landscaping).

The YBSD Water Main project involves complex construction as we need to cross Blackberry Creek and River Road which requires coordination and efficiency. The following clause is within the bid documents:

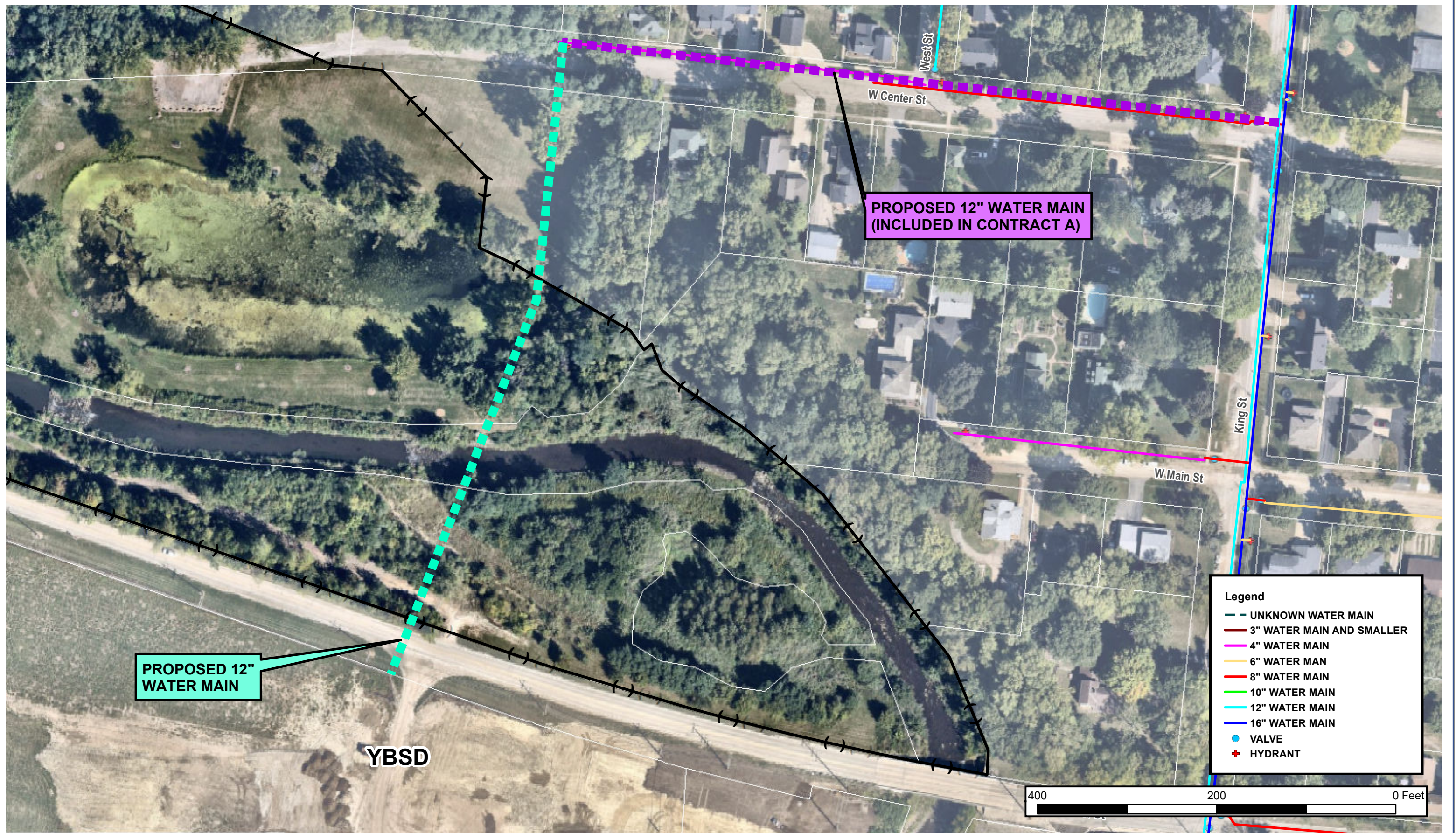
The OWNER reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the OWNER decides, to abandon the work entirely, or to waive any informality or non-substantive irregularity as the interest of the OWNER may require. The OWNER reserves the right to award a bid proposal based on any combination of the Base Bid and/or Alternates at the OWNER's choosing.

Therefore, we recommend the acceptance of the bid and approval of award be made to the 2nd lowest bidder, Winninger Excavating, Inc., 1211 Deer Street, Yorkville, IL 60560, in the total amount of **\$517,247.46**.

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

BID SUMMARY YBSD WATER MAIN EXTENSION UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 11:00 A.M. 06/06/2024	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545	Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL-60450	Performance Const & Eng LLC 217 W. John Street Plano, IL-60545
BASE BID TOTAL	\$527,182.00	\$865,654.00	\$608,993.00	\$597,880.00
BID BOND		X	X	X
SIGNED BID		X	X	X
ADDENDUM NO. 1		X	X	X
ADDENDUM NO. 2		X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 06/06/2024		Stokes Excavating, Inc. 903 Daisyfield Rd Rockford, IL-61102	Winner Excavating, Inc. 1211 Deer St Yorkville, IL-60560	Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL-60901
BASE BID TOTAL		\$500,508.00	\$517,247.46	\$717,469.46
BID BOND		X	X	X
SIGNED BID		X	X	X
ADDENDUM NO. 1		X	X	X
ADDENDUM NO. 2		X	X	X

BID TABULATION YBSD WATER MAIN EXTENSION UNITED CITY OF YORKVILLE																	
		BID TABULATION BIDS RECD 6/6/2024		Stokes Excavating, Inc. 903 Daisyfield Rd Rockford, IL-61102		Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		Performance Const & Eng LLC 217 W. John Street Plano, IL-60545		Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL-60450		Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL-60901		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL	AC	0.3	\$ 1,000.00	\$ 300.00	\$ 32,000.00	\$ 9,600.00	\$ 12,000.00	\$ 3,600.00	\$ 40,000.00	\$ 12,000.00	\$ 45,000.00	\$ 13,500.00	\$ 30,000.00	\$ 9,000.00	\$ 7,500.00	\$ 2,250.00
2	TREE ROOT PRUNING	EACH	1	\$ 50.00	\$ 50.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
3	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,450.00	\$ 3,450.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00
4	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	780	\$ 185.00	\$ 144,300.00	\$ 305.00	\$ 237,900.00	\$ 175.00	\$ 136,500.00	\$ 184.00	\$ 143,520.00	\$ 425.00	\$ 331,500.00	\$ 269.00	\$ 209,820.00	\$ 225.00	\$ 175,500.00
5	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	3	\$ 7,000.00	\$ 21,000.00	\$ 12,000.00	\$ 36,000.00	\$ 800.00	\$ 2,400.00	\$ 9,650.00	\$ 28,950.00	\$ 10,000.00	\$ 30,000.00	\$ 20,000.00	\$ 60,000.00	\$ 9,500.00	\$ 28,500.00
6	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	1	\$ 9,400.00	\$ 9,400.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,430.00	\$ 9,430.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
7	DUCTILE IRON FITTINGS	LB	1,946	\$ 6.50	\$ 12,649.00	\$ 0.01	\$ 19.46	\$ 20.00	\$ 38,920.00	\$ 10.00	\$ 19,460.00	\$ 0.01	\$ 19.46	\$ 20.00	\$ 38,920.00	\$ 12.00	\$ 23,352.00
8	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	57	\$ 160.00	\$ 9,120.00	\$ 150.00	\$ 8,550.00	\$ 150.00	\$ 8,550.00	\$ 153.00	\$ 8,721.00	\$ 150.00	\$ 8,550.00	\$ 4,000.00	\$ 228,000.00	\$ 130.00	\$ 7,410.00
9	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 85.00	\$ 4,250.00	\$ 40.00	\$ 2,000.00	\$ 10.00	\$ 500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 74.00	\$ 3,700.00
10	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 20.00	\$ 1,000.00	\$ 40.00	\$ 2,000.00	\$ 10.00	\$ 500.00	\$ 70.00	\$ 3,500.00	\$ 50.00	\$ 2,500.00	\$ 70.00	\$ 3,500.00	\$ 74.00	\$ 3,700.00
11	ROCK EXCAVATION	CY	30	\$ 300.00	\$ 9,000.00	\$ 150.00	\$ 4,500.00	\$ 15.00	\$ 450.00	\$ 300.00	\$ 9,000.00	\$ 100.00	\$ 3,000.00	\$ 525.00	\$ 15,750.00	\$ 300.00	\$ 9,000.00
12	FOUNDATION MATERIAL	CY	100	\$ 10.00	\$ 1,000.00	\$ 25.00	\$ 2,500.00	\$ 15.00	\$ 1,500.00	\$ 50.00	\$ 5,000.00	\$ 65.00	\$ 6,500.00	\$ 49.00	\$ 4,900.00	\$ 50.00	\$ 5,000.00
13	EXPLORATORY EXCAVATION	EACH	2	\$ 1.00	\$ 2.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 410.00	\$ 820.00	\$ 1,500.00	\$ 3,000.00
14	STONE RIPRAP, CLASS A3	SY	100	\$ 8.00	\$ 800.00	\$ 85.00	\$ 8,500.00	\$ 25.00	\$ 2,500.00	\$ 69.00	\$ 6,900.00	\$ 200.00	\$ 20,000.00	\$ 214.00	\$ 21,400.00	\$ 100.00	\$ 10,000.00
15	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
16	INLET PROTECTION	EACH	2	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00	\$ 210.00	\$ 420.00	\$ 150.00	\$ 300.00
17	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
18	HOT-MIX ASPHALT PAVEMENT REMOVAL	SY	23	\$ 25.00	\$ 575.00	\$ 60.00	\$ 1,380.00	\$ 15.00	\$ 345.00	\$ 50.00	\$ 1,150.00	\$ 25.00	\$ 575.00	\$ 20.00	\$ 460.00	\$ 10.00	\$ 230.00
19	HOT-MIX ASPHALT PAVEMENT PATCH, 8"	SY	23	\$ 160.00	\$ 3,680.00	\$ 200.00	\$ 4,600.00	\$ 153.00	\$ 3,519.00	\$ 317.00	\$ 7,291.00	\$ 150.00	\$ 3,450.00	\$ 200.00	\$ 4,600.00	\$ 70.00	\$ 1,610.00
20	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	90	\$ 15.00	\$ 1,350.00	\$ 14.00	\$ 1,260.00	\$ 35.00	\$ 3,150.00	\$ 50.00	\$ 4,500.00	\$ 45.00	\$ 4,050.00	\$ 49.00	\$ 4,410.00	\$ 50.00	\$ 4,500.00
21	FLOW DIVERSION OF BLACKBERRY CREEK	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 48,000.00	\$ 48,000.00	\$ 200,000.00	\$ 200,000.00	\$ 82,000.00	\$ 82,000.00	\$ 100,000.00	\$ 100,000.00	\$ 1,000.00	\$ 1,000.00	\$ 70,000.00	\$ 70,000.00
22	RESTORATION	SY	3,711	\$ 12.00	\$ 44,532.00	\$ 8.00	\$ 29,688.00	\$ 15.00	\$ 55,665.00	\$ 11.00	\$ 40,821.00	\$ 25.00	\$ 92,775.00	\$ 14.00	\$ 51,954.00	\$ 20.00	\$ 74,220.00
23	WETLAND RESTORATION	AC	1	\$ 25,000.00	\$ 25,000.00	\$ 33,000.00	\$ 33,000.00	\$ 21,000.00	\$ 21,000.00	\$ 170,300.00	\$ 170,300.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
24	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 57,781.00	\$ 57,781.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 130,000.00	\$ 130,000.00	\$ 50,000.00	\$ 50,000.00
25	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
	BASE BID TOTAL				\$ 500,508.00		\$ 517,247.46		\$ 597,880.00		\$ 608,993.00		\$ 717,469.46		\$ 865,654.00		\$ 527,272.00
	CORRECTED NUMBERS FROM BID																



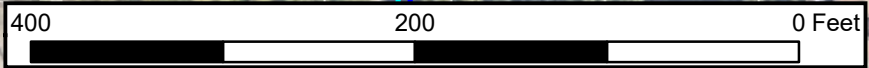
**PROPOSED 12"
WATER MAIN**

**PROPOSED 12" WATER MAIN
(INCLUDED IN CONTRACT A)**

YBSD

Legend

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



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



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

NO.	DATE	REVISIONS

DATE:	December 2023
PROJECT NO.:	YO2104
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	202104_YBSD Center Street W.M. Exhibit Attachment E

**CENTER STREET
WATER MAIN EXHIBIT**

**ATTACHMENT E
PROJECT LIMITS**





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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #13

Tracking Number

PW 2024-65

Agenda Item Summary Memo

Title: YBSD Water Main Extension – Construction Engineering Agreement

Meeting and Date: Public Works Committee – July 16, 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: 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: July 10, 2024
Subject: YBSD Water Main Construction Engineering Agreement

Summary

A proposed construction engineering agreement from EEI for the YBSD water main extension on W. Center St. and Jaycee Pond at an estimated amount of \$49,928 with direct costs estimated at \$25,000. This is a budgeted item in the approved FY 25 budget.

Background

YBSD needs a larger water main to service the plant expansion now and into the future. With the River Rd. bridge as an obstacle, the water main will begin at the intersection of W. Center and King Street and proceed west to Jaycee pond. From there it will turn south, cross the Blackberry Creek and River Rd. to get to the YBSD plant expansion. EEI is proposing a construction engineering agreement to oversee this complex project. The hourly cost is estimated at \$49,928 and an additional \$25,000 for direct costs. The direct costs are related to testing, wetland monitoring and maintenance, and fish sampling.

Per the IGA, YBSD is responsible for 87% of the cost of the project, including construction engineering. These funds are to be given to the city before the project begins and the city will be the lead agency for construction. This means that our share of the cost for the proposed construction engineering agreement will be approximately ~\$9,800. The entire project is in the approved budget in the water fund in the water main replacement line item 51-510-60-00-6025.

Recommendation

Staff recommends the approval of the construction engineering agreement with EEI in the amount of \$49,928 and an additional \$25,000 for direct costs.

**YBSD Water Main Extension
United City of Yorkville
Professional Services Agreement – Construction Engineering**

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

A. Services:

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. Construction engineering will be provided for approximately 780 linear feet of 12-inch water main improvements extending from Center Street to the future YBSD expansion location on River Street, including the crossing of Blackberry Creek. (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$49,928. Direct expenses are estimated at \$25,000. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship

Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

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

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

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

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

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

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

records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimate of Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	Location Map
Attachment F:	2024 Standard Schedule of Charges

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____day of _____, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Attachment B – Scope of Services
YBSD Water Main Extension
United City of Yorkville**

The United City of Yorkville intends to install approximately 780 linear feet of 12-inch water main improvements extending from Center Street to the future YBSD expansion location on River Street, including the crossing of Blackberry Creek.

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

3.1 Construction Administration

- Prepare for, Attend, and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

3.2 Construction Layout and Record Drawings

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

3.3 Construction Observation and Documentation

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

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

- Rubino Engineering – Material Testing for Quality Assurance
- Hey & Associates – Wetland Monitoring & Maintenance (5 year duration)
- Hey & Associates – ITA Fish Sampling (2025 only)

Exclusions:

- Water Quality Certification (if required by USACE)
- ITA Fish Sampling beyond 2025

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

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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2327-P				
PROJECT TITLE					DATE			PREPARED BY	
YBSD Water Main Extension					6/11/24			KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	PM	SPT2	INTERN	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$168	\$153	\$210	\$175	\$82	\$72		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration	-	17	-	16	-	-	-	-	-	33	\$ 6,018
3.2	Construction Layout and Record Drawings	-	2	-	2	2	15	5	-	-	26	\$ 4,181
3.3	Observation and Documentation	2	20	-	229	-	-	-	-	-	251	\$ 39,729
Construction Engineering Subtotal:		2	39	-	247	2	15	5	-	-	310	\$ 49,928
PROJECT TOTAL:		2	39	-	247	2	15	5	-	-	310	49,928

DIRECT EXPENSES

Vehicle =	\$ -
Material Testing =	\$ 1,000
Monitoring & Maintenance =	\$ 15,000
ITA Fish Sampling =	\$ 9,000
DIRECT EXPENSES =	\$ 25,000

LABOR SUMMARY

EEI Labor Expenses =	\$ 46,473
Surveying Expenses =	\$ 3,455
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$ 49,928

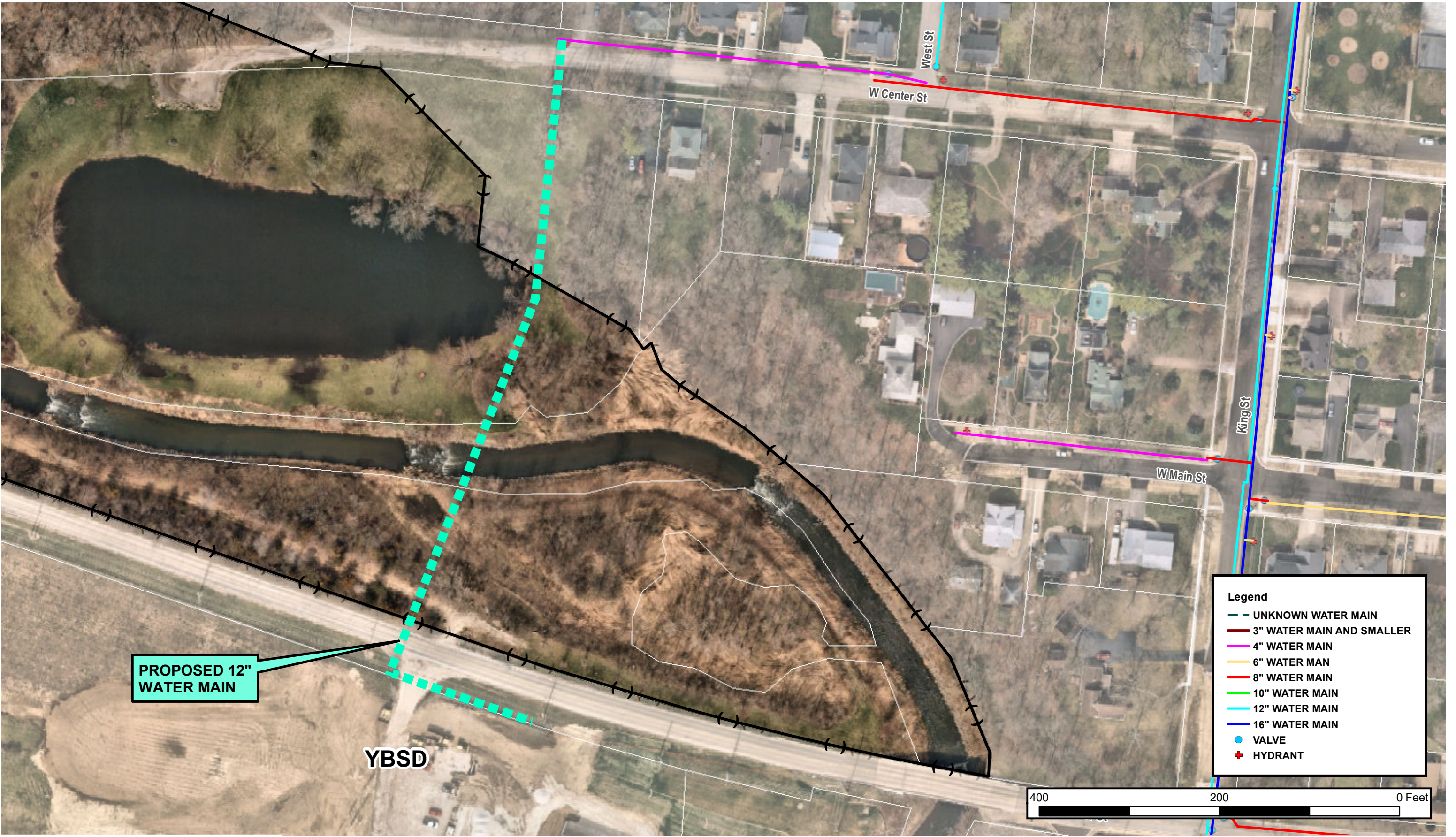
TOTAL COSTS	\$ 74,928
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2327-P	
PROJECT TITLE		DATE	PREPARED BY
YBSD Water Main Extension		6/11/2024	KDW

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



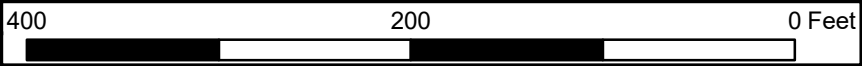


**PROPOSED 12"
WATER MAIN**

YBSD

Legend

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





Engineering Enterprises, Inc.

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