



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, September 17, 2024

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: August 20, 2024

New Business:

1. PW 2024-73 2025 Road to Better Roads Program – Paving Plan Update
2. PW 2024-74 East Van Emmon Street Resurfacing Project – Phase III Engineering Agreement
3. PW 2024-75 Resolution Authorizing the City's Share of Construction & Construction Engineering Costs for the Roadway Improvement of the E. Van Emmon Street Resurfacing Project
4. PW 2024-76 Resolution Authorizing the Purchase of a Trackless Boom Flail Mower from E.J. Equipment, Inc., in an Amount Not to Exceed \$39,960.00
5. PW 2024-77 Resolution Approving a Proposal from Gjovik Ford, Inc. to the United City of Yorkville, Kendall County, Illinois for Vehicle Maintenance
6. PW 2024-78 Ordinance Authorizing the Acquisition of Certain Easements for the Extension of a Water Main (Grace Community Church)
7. PW 2024-79 Countryside Parkway / Center Parkway Traffic Control Discussion
8. PW 2024-80 Faxon Road – Construction Engineering Change Order

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, September 17, 2024
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. August 20, 2024

- Approved _____
- As presented
- With corrections

NEW BUSINESS:

1. PW 2024-73 2025 Road to Better Roads Program – Paving Plan Update

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

2. PW 2024-74 East Van Emmon Street Resurfacing Project – Phase III Engineering Agreement

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

3. PW 2024-75 Resolution Authorizing the City’s Share of Construction & Construction Engineering Costs for the Roadway Improvement of the E. Van Emmon Street Resurfacing Project

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

4. PW 2024-76 Resolution Authorizing the Purchase of a Trackless Boom Flail Mower from E.J. Equipment, Inc., in an Amount Not to Exceed \$39,960.00

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

5. PW 2024-77 Resolution Approving a Proposal from Gjovik Ford, Inc. to the United City of Yorkville, Kendall County, Illinois for Vehicle Maintenance

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

6. PW 2024-78 Ordinance Authorizing the Acquisition of Certain Easements for the Extension of a Water Main (Grace Community Church)

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

7. PW 2024-79 Countryside Parkway / Center Parkway Traffic Control Discussion

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

8. PW 2024-80 Faxon Road – Construction Engineering Change Order

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 – August 20, 2024

Meeting and Date: Public Works Committee – September 17, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, August 20, 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 Matt Marek
Alderman Rusty Corneils

Other City Officials

City Administrator Bart Olson
Engineer Brad Sanderson, EEI
Alderman Joe Plocher

Public Works Director Eric Dhuse
Director Parks & Recreation Tim Evans
Alderman Chris Funkhouser

Other Guests:

Mr. Chris Hansen, Kluber
Joey Weslo, *Kendall County Record* (via Zoom)

Samantha Frantik, Kluber

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

Citizen Comments: None

Previous Meeting Minutes: July 16, 2024

The minutes were approved as presented.

Chairman Koch stated items #6 and #7 would be moved to the top of the agenda.

New Business:

6. PW2024-71 Public Works and Parks Building Plan Update

Mr. Chris Hansen of Kluber Architects and Engineers provided a handout of the presentation to be given to the City Council on August 27th. The handout showed the proposed combined Public Works and Parks Department facility which is tentatively 116,311 sq. ft. Other Public Works facilities were toured and comments from staff, Aldermen and Engineering were taken into consideration for the design. Mr. Hansen gave a detailed explanation of the features. He said the fitness room and larger lockers were added back in to the plan. The fleet garage and parking area were increased as well as the mezzanine area. The plan includes a salt dome, outdoor storage area, drive-through service bays and expansion areas are possible. Since the building will be for both departments, the work space will be 60% for Public Works and 40% for Parks. Mr. Hansen gave a preliminary construction cost estimate.

Mr. Olson asked the committee for feedback for the plan. The proposal will be taken to City Council for a vote on the general scope and cost of the building. The next step is to hire a Construction Manager who will finalize the plan after all the input is received and look for ways to cut costs.

Following are some of the comments by the committee and others present:

1. Concern that the building will be at capacity in 5 years.
2. Carport will give flexibility and additions could be made to the garage. Garage as planned, should serve

the city well for 15-20 years. Some equipment may not be replaced, then not as much space may be needed.

3. Discussed pre-cast material and construction, racking system, utilities, electrical panels.
4. Concerns for weight capacity in mezzanine, would like to see more vehicle and vertical storage, cost of add-ons are very expensive.
5. Concern for employee parking on west, not near their work equipment—possibly shift entire parking site to the west 20 feet for better flow? More parking needed for Parks employees.
6. General cost of building is concerning, hope that the Construction Manager can cut costs, more staff will be added in the future as well.
7. Install electrical outlets on pillars outdoors.
8. Use the Wolf St. building for storage which has 10,000 sq. ft.? That building may be sold, but there is still 5,000 sq. ft. at the Tower Lane location.
9. Importance of a maintenance manager since there is a 3-week wait time when equipment breaks.
10. If costs are cut in the fleet, day to day operation inconvenienced.
11. How will increase be funded? \$40 million placeholder in budget, sell 25-year bonds, funding from parks, streets, sewers, general fund and already identified funding sources. To be discussed more in-depth at future meetings.
12. Construction to start in April 2025, finished by May 2026.
13. Request for revised site plan for functionality and re-tool interior garage for efficiency.

Mr. Olson said the Construction Manager can help with design development items. He said this will now move forward to City Council with committee recommendations with some variables possible such as the parking lot layout on the west side, interior layout of building and outdoor receptacles.

7. PW2024-72 Kluber Construction Manager RFQ Status Update

Mr. Olson said the next step is for the RFP package to be released and to advertise for a construction company. There will be a 2-3 week turnaround for hiring, interviews and a recommendation to City Council. Then bids will be taken for the trades and then a Construction Manager will be hired. He recommended at least 2 Aldermen should be included in the Construction Manager interviews. The Committee discussed various ways in which the information could be provided to all Aldermen. They discussed recording the interviews for which permission would need to be included in the RFQ. After consideration, it was decided that a Q&A summary would suffice.

(return to order of agenda)

1. PW 2024-66 Water Reports for April – July 2024

Mr. Dhuse said the water usage was normal except for June which was above average. He said that month was the 10th hottest June and drier than normal resulting in usage of 100 gallons per person, per day. Those rates decreased in July. These reports will be moved to the City Council consent agenda per IEPA rules.

2. PW 2024-67 Road Reconstructions Related to C1 Yorkville, LLC

a. Faxon Road Reconstruction Professional Services Agreement - Design Engineering

b. Beecher Road Reconstruction Professional Services Agreement – Design Engineering

These are the agreements for design engineering for Faxon and Beecher Road improvements. The developer will pay for this work and there will be no cost to the city unless electric poles are moved and that would be at 50% cost to the city. Mr. Dhuse said the agreements are with EEI in the amounts of \$193,620 for Faxon and \$89,268 for Beecher. The committee was OK with these and they will move to the City Council consent agenda.

3. PW 2024-68 Kennedy Road and Freedom Place Intersection Improvements

Mr. Sanderson said bids were taken in April to be able to complete this project before school started, however, the right-of-way has not been acquired yet. He said staff recommended rejecting the bids at this time until the right-of-way can be secured and he included a draft letter for the contractors. Due to the stand of mature oak trees, Alderman Funkhouser asked if the project could be shifted to the east, however, moving the poles, trails and the grading would not be cost-effective. Mr. Olson said an appraiser and acquisition specialist will be hired to assist the process. This moves to the consent agenda and a formal motion will be needed at City Council to reject the bids.

4. PW 2024-69 DuPage Water Commission/Lake Michigan Water Sourcing Projects Costs Summary – August 2024

Running financial tallies had been requested by Alderman Koch for the Lake Michigan Water Project. This report shows approved contracts amounts and money spent as approved by the Council. This report will be updated periodically.

5. PW 2024-70 Quiet Zone Study

a. BNSF Railroad – Quiet Zone Study – Preliminary Engineering

b. Downtown Railroad - Quiet Zone Study – Preliminary Engineering

Mr. Olson said EEI recently did a quiet zone study for the county for Cannonball Rd. in Bristol and the county is going forward with a quiet zone. Since EEI was able to do the study relatively cheaply, it was decided to look at the downtown area (Railnet) and crossings in the northern part of the city (BNSF). There are multiple downtown crossings and all would need to be done for the most impact. He said this would be beneficial when festivals are held. The downtown cost would be \$60,000 and it would be broken into phases. He said grants and funds are available for improvements. Staff is asking for approval of both agreements at a total cost of \$75,000. Mr. Olson noted this is not budgeted, but other projects have come in below cost so no budget amendment is needed.

Mr. Sanderson said public, staff and Council input is needed and closures will be recommended. Multiple public hearings will be required as part of the process. If streets are not closed, there would be large expenditures at each crossing for gates and warning systems. It was noted that the train engineer can still sound the horn if necessary. Mr. Sanderson added that traffic counts would be done to determine local traffic patterns. The impact on businesses and the possibilities of one-ways was also discussed. Alderman Plocher asked about using TIF funds and Mr. Olson replied he believes they can be used for the improvements, however, not for the studies. The committee was in favor of these studies and this will proceed to City Council on the regular agenda.

Old Business: None

Additional Business:

Mr. Sanderson said DuPage Water Commission (DWC) is asking the city to move along on the architectural styles for the receiving stations, north and south, and would like bids by the end of the year. There will be 2 buildings at each site--a meter station owned by DWC and a receiving station owned by the city. Staff recommends the low-maintenance, existing architectural style used in similar buildings in the city. The exterior will be modernized with colors and textures. This matter will be moved to the next City Council on the Mayor's report.

There was no further business and the meeting adjourned at 8:00pm.

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

Agenda Item Number

New Business #1

Tracking Number

PW 2024-73

Agenda Item Summary Memo

Title: Pavement Management Program Update

Meeting and Date: Public Works Committee – September 17, 2024

Synopsis: Consideration of 2025 Paving Plan

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval of 2025 Paving Plan

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: September 6, 2024
Subject: Pavement Management Update/Road To Better Roads Program

Background

In the recent past, the City has selected streets for its upcoming road program in September. The timing allows us to move forward with the design in the fall and to receive IDOT approvals in early winter. We are then able to take advantage of bidding in February/March, which has historically been a prime bidding environment.

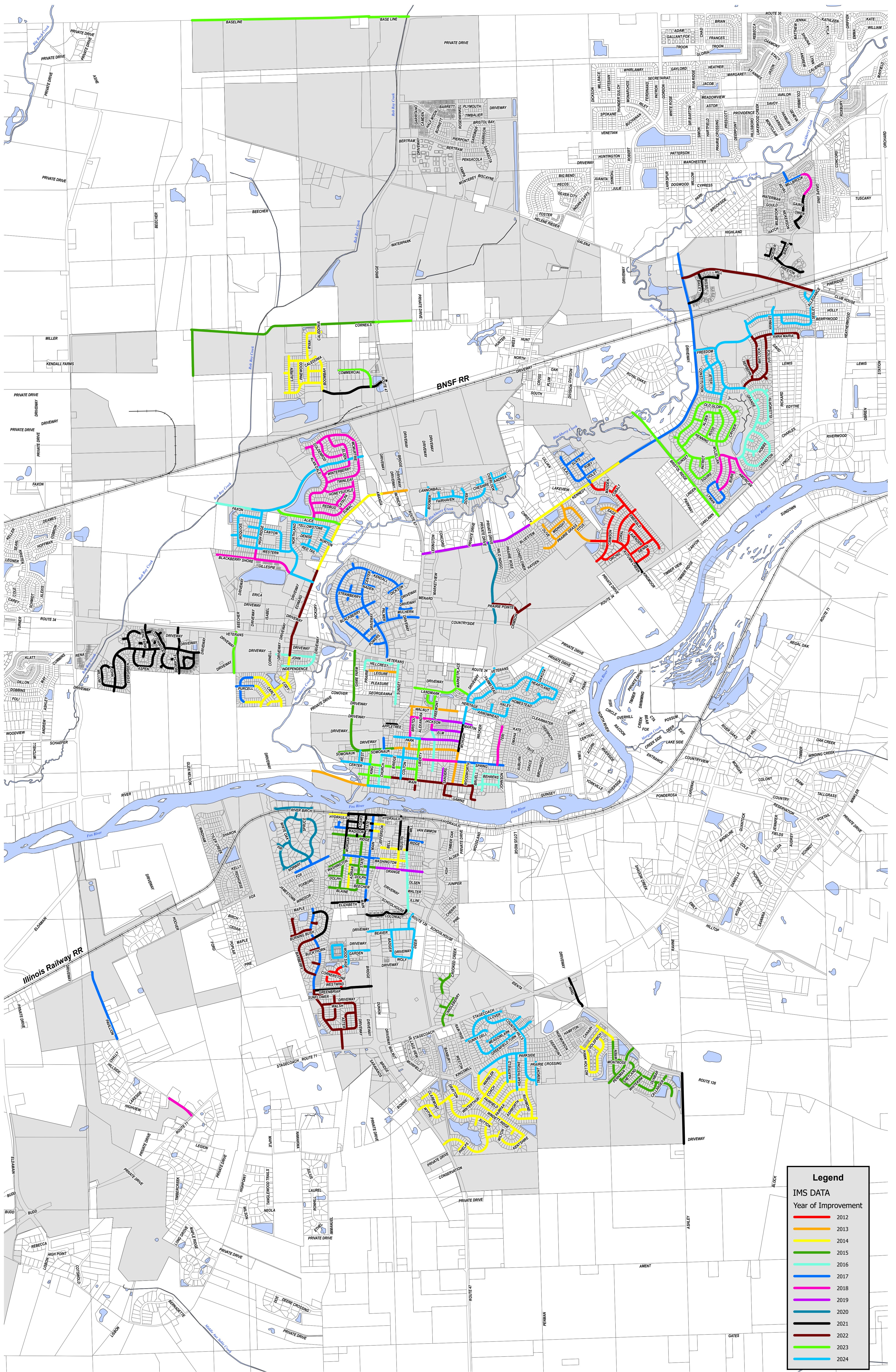
This is the last year of the previously approved paving plan because the City is currently working on obtaining updated roadway scores (0-100) for all city-maintained streets. Staff will be bringing forward an updated 5-Year paving plan for construction years 2026-2030 in January/February 2025.

Discussion

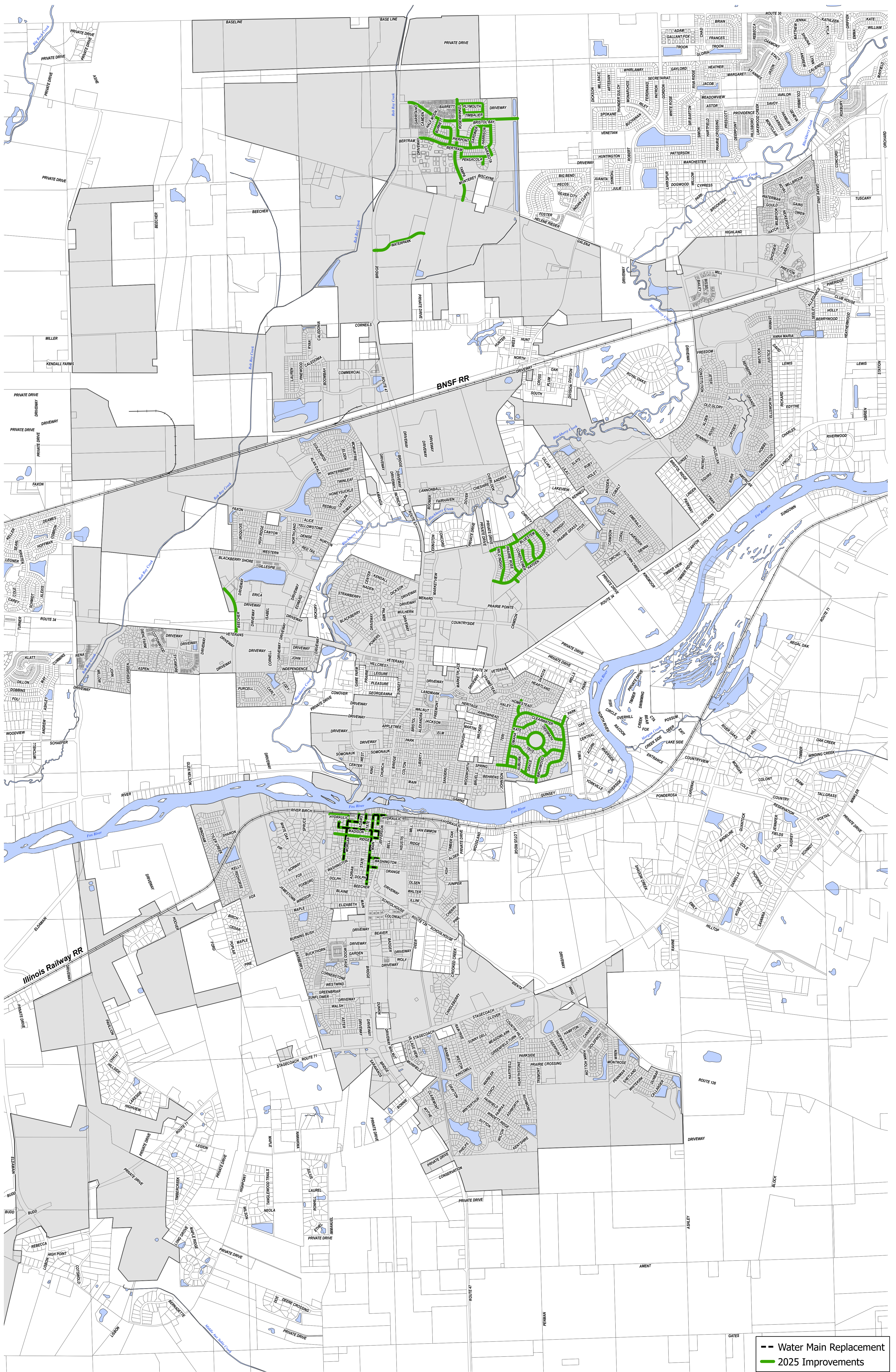
The proposed program will consist of an MFT Program and a Locally Funded program, similar to 2024.

Action Requested:

General concurrence from City Council on the proposed 2025 Paving Plan.



Legend	
IMS DATA	
Year of Improvement	
2012	[Red line]
2013	[Orange line]
2014	[Yellow line]
2015	[Light Green line]
2016	[Cyan line]
2017	[Blue line]
2018	[Magenta line]
2019	[Pink line]
2020	[Light Blue line]
2021	[Black line]
2022	[Dark Red line]
2023	[Green line]
2024	[Light Blue line]



-- Water Main Replacement
 — 2025 Improvements



RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2024

PROPOSED RTBR PROGRAM FUNDING

2025 (FY26) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
BEECHER ROAD	US ROUTE 34	GILLESPIE LANE	MILL 3", OVERLAY 3"	1,670	11700	100	94	68	84	\$ 286,650
BLUESTEM DRIVE	MCHUGH ROAD	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,721	5,390	100	88	65	82	\$ 156,310
CONEFLOWER COURT	HAYDEN DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	656	1,990	100	93	65	84	\$ 57,710
HAYDEN DRIVE	MCHUGH ROAD	BLUESTEM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,221	9,305	100	86	68	82	\$ 269,845
PRAIRIE MEADOWS DRIVE	KENNEDY ROAD	BLUESTEM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	282	815	100	81	66	80	\$ 23,635
PRAIRIE ROSE LANE	BLUSTEM DRIVE	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,119	3,230	100	86	69	84	\$ 93,670
SWITCH GRASS LANE	BLUSTEM DRIVE	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	994	2,870	100	83	68	82	\$ 83,230
WATERPARK WAY	IL ROUTE 47	EAST END	MILL 3", OVERLAY 3"	1,920	8,150	100	92	72	86	\$ 224,125
WILD INDIGO LANE	BLUSTEM DRIVE	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,315	3,800	100	93	68	86	\$ 110,200
AUBURN DRIVE	OMAHA DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	666	1,930	100	87	76	86	\$ 55,970
BIRCHWOOD DRIVE	SPRING STREET	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,674	4,980	100	80	72	81	\$ 144,420
BLUEJAY DRIVE	BIRCHWOOD DRIVE	TAUS CIR	VARIABLE DEPTH MILL, OVERLAY 3"	361	1,040	100	96	75	87	\$ 30,160
CLEARWATER DRIVE	OMAHA DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,598	4,970	100	78	74	80	\$ 144,130
DEERPATH DRIVE	CLEARWATER DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,145	3,300	100	83	75	84	\$ 95,700
E. SPRING STREET	TERI LANE	CLEARWATER DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	4,152	12,180	100	86	75	84	\$ 353,220
GRACE DRIVE	OMAHA DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,447	4,180	100	87	72	85	\$ 121,220
KATE DRIVE	CLEARWATER DRIVE	OMAHA DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,054	3,350	100	84	72	84	\$ 97,150
OMAHA DRIVE	CLEARWATER DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,952	5,960	100	93	76	85	\$ 172,840
REDWOOD DRIVE	OMAHA DRIVE	TAUS CIR	VARIABLE DEPTH MILL, OVERLAY 3"	587	1,830	100	86	76	85	\$ 53,070
TAUS CIRCLE	REDWOOD DRIVE	REDWOOD DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,873	5,400	100	85	75	86	\$ 148,500
BERTRAM DRIVE	WEST END	BRISTOL BAY DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,534	10,200	100	83	71	81	\$ 280,500
BISCAYNE LANE	PENSACOLA STREET	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	180	480	100	85	78	86	\$ 13,920
BRISTOL BAY DRIVE	WEST END	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	4,120	12,950	100	85	69	82	\$ 356,125

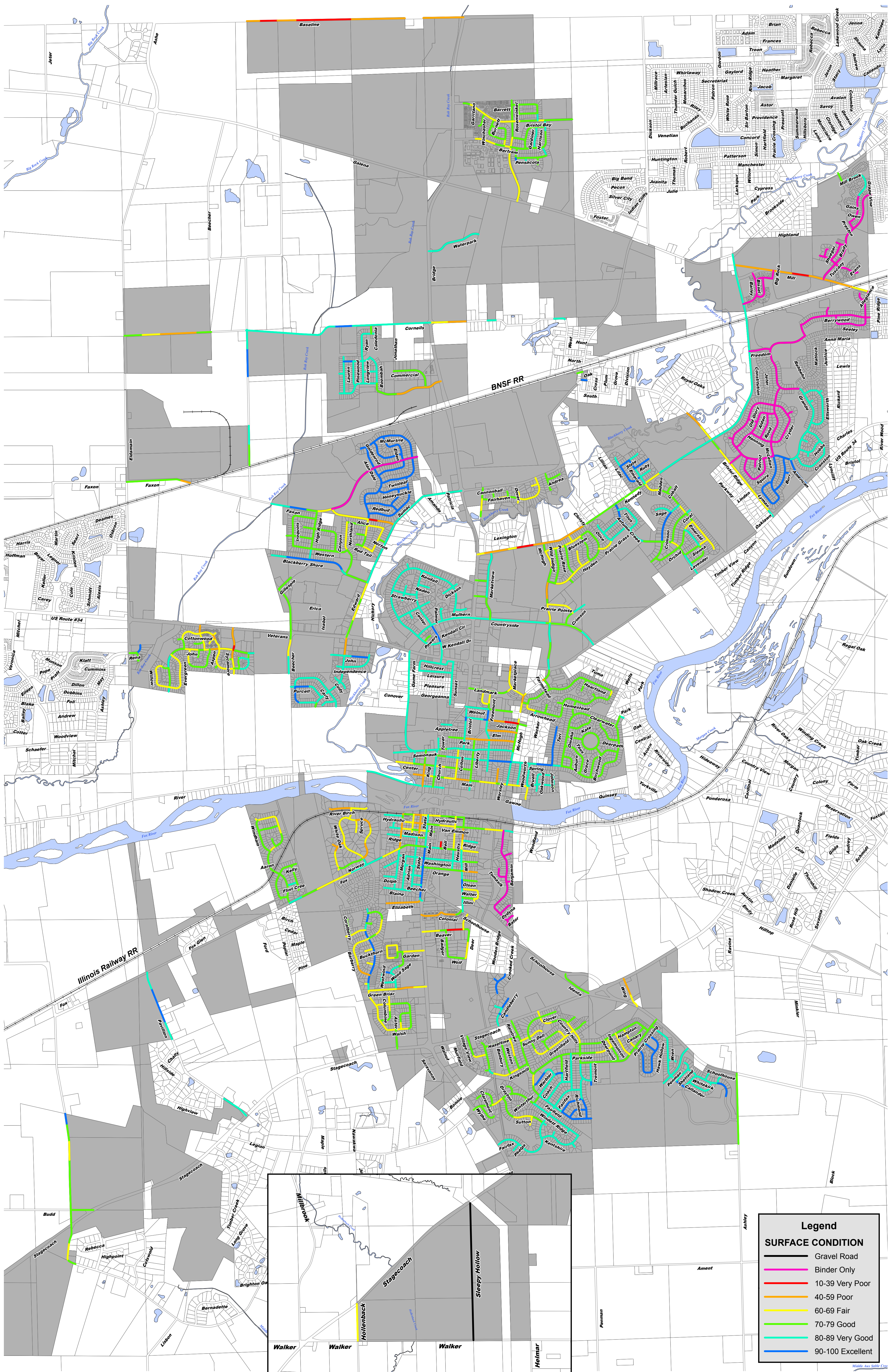
RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2024

BURNETT STREET	BRISTOL BAY DRIVE	MARQUETTE STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,175	3,185	100	68	72	78	\$ 92,365
GARDINER AVENUE	BERTRAM DRIVE	BERTRAM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,391	3,710	100	73	71	80	\$ 107,590
HARRISON STREET	GARDINER AVENUE	BERTRAM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	797	2,300	100	79	85	85	\$ 66,700
MARQUETTE STREET	BERTRAM DRIVE	BURNETT STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,159	3,090	100	80	74	80	\$ 89,610
PENSACOLA STREET	TAMPA DRIVE	SARASOTA AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	1,105	3,080	100	85	74	84	\$ 89,320
PIERPONT LANE	ROSENWINKEL STREET	GARDINER AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	485	1,400	100	87	69	84	\$ 40,600
PLEASANT COURT	PENSACOLA STREET	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	315	930	100	85	73	84	\$ 26,970
PLYMOUTH AVENUE	ROSENWINKEL STREET	BRISTOL BAY DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,500	4,200	100	80	74	82	\$ 121,800
ROSENWINKEL STREET	GALENA ROAD	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	3,758	11,775	100	91	66	84	\$ 323,813
SARASOTA AVENUE	BERTRAM DRIVE	PENSACOLA STREET	VARIABLE DEPTH MILL, OVERLAY 3"	331	880	100	73	85	84	\$ 25,520
TAMPA DRIVE	BERTRAM DRIVE	PENSACOLA STREET	VARIABLE DEPTH MILL, OVERLAY 3"	390	1,040	100	100	75	88	\$ 30,160
TIMBALIER STREET	PLYMOUTH AVENUE	PLYMOUTH AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	980	2,620	100	69	70	78	\$ 75,980
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 200,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 35,000
PAVEMENT REJUVENATION (2024 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 250,000
TOTAL:				9.59	158,210				TOTAL COST:	\$ 5,137,728

RTBR PROGRAM

HEARTLAND CIRCLE SUBDIVISION

BRISTOL BAY SUBDIVISION



Legend	
SURFACE CONDITION	
Black line	Gravel Road
Pink line	Binder Only
Red line	10-39 Very Poor
Orange line	40-59 Poor
Yellow line	60-69 Fair
Light Green line	70-79 Good
Dark Green line	80-89 Very Good
Blue line	90-100 Excellent



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 #2

Tracking Number

PW 2024-74

Agenda Item Summary Memo

Title: East Van Emmon Construction Engineering Agreement – Phase III

Meeting and Date: Public Works Committee – September 17, 2024

Synopsis: Proposed construction engineering agreement with EEI for E. Van Emmon

Resurfacing project that is funded through STP funds

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: September 10, 2024
Subject: E. Van Emmon Construction Engineering Agreement

Summary

A proposed construction engineering agreement with EEI for the E. Van Emmon resurfacing project.

Background

The City Council approved EEI as the phase 3 engineering firm for the E. Van Emmon resurfacing project at the September 10, 2024 City Council meeting. The next step in the process is to award the phase 3 (construction) engineering contract, which is attached for your review.

Since this an STP (Surface Transportation Program) project, IDOT forms must be used for the construction engineering agreement, this is why it looks different from the normal agreements from EEI. The total proposed contract is \$54,940. Since this is an STP project, it is an 80/20 split with only 20% of the cost being borne by the City.

This project has been approved for the November 8th IDOT letting, with a spring 2025 construction scheduled. This money has been noted in the 5-year budget in FY26 along with the construction costs.

Recommendation

Staff recommends approval of this contract with EEI.



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: **Federal CE** Agreement Type: **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
United City of Yorkville	Kendall	24-00053-00-RS	C-93-023-25
Project Number	Contact Name	Phone Number	Email
T4N9(336)	Eric Dhuse	(630) 553-4370	edhuse@yorkville.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
E. Van Emmon Street	FAU 2515	0.52	N/A
Location Termini			Add Location
IL Route 47 (Bridge Street) to East City Limits			Remove Location

Project Description

This work consists of hot-mix asphalt surface course removal, pavement patching, hot-mix asphalt binder and surface course, portland cement concrete sidewalk removal and replacement, combination concrete curb and gutter removal and replacement, structure adjustments, pipe culvert removal and replacement, grading and shaping ditches, pavement markings, roadway signage and all other appurtenant work required.

Engineering Funding Federal MFT/TBP State Other **Local Funds**

Anticipated Construction Funding Federal MFT/TBP State Other **Local Funds**

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Engineering Enterprises, Inc.	Chris Ott	(630) 466-6757	cott@eeiweb.com
Address	City	State	Zip Code
52 Wheeler Road	Sugar Grove	IL	60554

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT E: Location Map
- EXHIBIT F: Rubino Proposal
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) 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,
 - (f) are not presently indicated 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 (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Engineering Enterprises, Inc.	36-3150869	\$45,442.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$9,498.00
Subconsultant Total		\$9,498.00
Prime Consultant Total		\$45,442.00
Total for all work		\$54,940.00

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
United City of Yorkville	Engineering Enterprises, Inc.	Kendall	24-00053-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- Attend Pre-Construction Meeting
- Review Contractor's Proposed Construction Schedule
- Set up field books, quantity books, diary, job box and all other forms of proper project documentation, including CMMS
- Prepare a project contact list
- Provide resident engineering for on-site observation
- Keep inspector's daily reports and quantity book records up to date
- Maintain orderly files of all relevant project documents
- Perform quantity measurements to prepare pay estimates and change orders for City & IDOT approval
- Provide liaison functions related to the coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project
- Monitor adherence to project specifications
- Maintain daily contact with the Contractor to monitor schedule
- Maintain daily contact with City and IDOT
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the contractor when questions arise during construction
- Provide construction layout
- Provide information to residents as required
- Perform punch list inspections and provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly or as required based on on-site activities
- Complete job box and conduct all audits with IDOT
- Complete required pay estimates and change orders to complete the project
- Prepare necessary IDOT closeout paperwork

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
United City of Yorkville	Engineering Enterprises, Inc.	Kendall	24-00053-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

1. Target Letting: 11/8/2024
2. Pre-Construction Meeting: 4/7/2025
3. Start of Construction: 5/5/2025
4. End of Construction: 6/20/2025
5. Project Closeout: 8/28/2026

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
United City of Yorkville	Engineering Enterprises, Inc.	Kendall	24-00053-00-RS

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Firm Experience	30%
Staff Capabilities	30%
Past Performance	30%
Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	Engineering Enterprises, Inc.
2	Engineering Resource Associates
3	The HOH Group

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 FIXED RAISE

Local Public Agency United City of Yorkville	County Kendall	Section Number 24-00053-00-RS
Prime Consultant (Firm) Name Engineering Enterprises, Inc.	Prepared By Christopher J. Ott	Date 8/28/2024
Consultant / Subconsultant Name Engineering Enterprises, Inc.	Job Number C-93-023-25	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	16	MONTHS	OVERHEAD RATE	181.79%
START DATE	1/1/2025		COMPLEXITY FACTOR	2.00%
RAISE DATE	2/28/2025		% OF RAISE	
END DATE	4/30/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2025	2/28/2025	2	12.50%
1	3/1/2025	2/28/2026	12	76.50%
2	3/1/2026	4/30/2026	2	13.01%

The total escalation = 2.00%

Local Public Agency

United City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Engineering Enterprises, Inc.

Job Number

G-93-023-25

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	25	\$65.00	\$1,625.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,625.00

Local Public Agency

United City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Engineering Enterprises, Inc.

Job Number

C-93-023-25

**AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management and Administration			Project Startup and Closeout			Construction Layout			Construction Inspection and Documentation			Pay Estimates		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
E-4 Senior Principal	86.00	6.0	1.77%	1.52	2	16.67%	14.33	2	4.35%	3.74							2	7.69%	6.62
E-3 Principal	84.59	0.0																	
E-2 Senior Project Manager	75.58	0.0																	
E-1 Project Manager	59.55	34.0	10.03%	5.97	10	83.33%	49.63	8	17.39%	10.36	2	11.11%	6.62	6	2.60%	1.55	6	23.08%	13.74
P-6 Senior Project Engineer	50.68	0.0																	
P-5 Senior Project Engineer	44.64	0.0																	
P-4 Project Engineer/Survey	38.06	299.0	88.20%	33.57				36	78.26%	29.78	16	88.89%	33.83	225	97.40%	37.07	18	69.23%	26.35
T-6 Senior Project Technician	46.03	0.0																	
T-5 Senior Project Technician	47.42	0.0																	
T-4 Project Technician	39.06	0.0																	
T-3 Senior Technician	33.60	0.0																	
I-1 Engineering Intern	24.18	0.0																	
A-4 Executive Administrative	47.56	0.0																	
A-3 Administrative Assistant	32.99	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		339.0	100%	\$41.06	12.0	100.00%	\$63.96	46.0	100%	\$43.88	18.0	100%	\$40.45	231.0	100%	\$38.62	26.0	100%	\$46.71

Local Public Agency

United City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Engineering Enterprises, Inc.

Job Number

C-93-023-25

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Material Testing																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
E-4 Senior Principal	86.00																		
E-3 Principal	84.59																		
E-2 Senior Project Manager	75.58																		
E-1 Project Manager	59.55	2	33.33%	19.85															
P-6 Senior Project Engineer/\$	50.68																		
P-5 Senior Project Engineer/\$	44.64																		
P-4 Project Engineer/Surveyor	38.06	4	66.67%	25.37															
T-6 Senior Project Technician	46.03																		
T-5 Senior Project Technician	47.42																		
T-4 Project Technician	39.06																		
T-3 Senior Technician	33.60																		
I-1 Engineering Intern	24.18																		
A-4 Executive Administrative	47.56																		
A-3 Administrative Assistant	32.99																		
TOTALS		6.0	100%	\$45.22	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Legend

 Project Limits

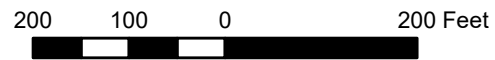
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com



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

NO.	DATE	REVISIONS

DATE: FEBRUARY 2022
 PROJECT NO.: YQ2204
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2022\
 FILE: YQ2204 VanEmmon Street Location Map



**EXHIBIT E
 E. VAN EMMON STREET
 LOCATION MAP**



August 21, 2024

To: Christopher J. Ott, PE, CPII
Engineering Enterprises, Inc.
52 Wheeler Rd
Sugar Grove, IL 60554
C: 630-742-2051
M: 630-466-6700

Re: **QA Materials Testing Services**
E. Van Emmon Street Roadway Resurfacing
Contract No. 87869
United City of Yorkville, Illinois
Kendall County

Proposal No. Q24.410

Via email: Cott@eeiweb.com

Dear Mr. Ott,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from Christopher J. Ott, PE, CPII of Engineering Enterprises, Inc. (EEI) on August 15, 2024 and the following outlines our understanding of the requested scope of services:

Project Name and Description

E. Van Emmon Street (from Bridge Street to City Limits) Roadway Resurfacing in Yorkville, IL

General Scope of Services

BITUMINOUS PAVING AND CONCRETE

- Longitudinal Joint Sealant Application Rate
- QA Field testing of hot mix asphalt (HMA)
 - LR1030-2 Specification with Nuclear Gauge Acceptance or Core Acceptance
 - Random Number Generation required for the QC/QA Program for QA Nuclear Testing
- QA Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition
- QA Field testing of uncured concrete
 - Slump, air, temperature, and casting of cylinders
 - Laboratory testing of cured concrete – compressive strength

Extras

- Prime Coat / Tack Coat Application Rate Testing
- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on August 15th and the plan set provided to Rubino, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
LONGITUDINAL JOINT SEALANT SAMPLING/TESTING	1	Half (4 hours)
BITUMINOUS PAVING – Surface and Binder	2	Full (8 hours)
BITUMINOUS PAVING – Patching	1	Half (4 hours)
CONCRETE	2	Half (4 hours)

*Portal to Portal

FEES

The work will be accomplished on a CECS in accordance with the attached BLR 05514 Cost Estimate and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. The estimated fee is **\$9,498**.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____, 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

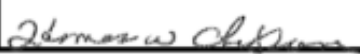
- Project Name: _____
- Project Location: _____
- Your Job No: _____ Purchase Order No.: _____
- Project Manager: _____ Telephone No.: _____
- Site Contact: _____ Telephone No.: _____
- Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ **Email:** _____
- Invoicing Address: _____

Attn: _____
Email: _____
- Other Pertinent Information Or Previous Subsurface Information Available:

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services up to 4 hours. Over 4 hours a minimum of 8 hours applies. Time calculated portal to portal and includes equipment loading, travel, and report preparation.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577		RUBINENG		DATE (MM/DD/YYYY) 9/13/2023			
ACORD™ CERTIFICATE OF LIABILITY INSURANCE							
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200			CONTACT NAME: Laurie Cloninger PHONE (A.C. No. Ext): 630 625-5219 FAX (A.C. No.): 610 537-4939 E-MAIL ADDRESS: AECertificates@usi.com				
INSURED			INSURER(S) AFFORDING COVERAGE		NAIC #		
Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123			INSURER A : RLI Insurance Company		13056		
			INSURER B : Pacific Insurance Company		10046		
			INSURER C :				
			INSURER D :				
			INSURER E :				
INSURER F :							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTB		SR	NR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PSB0003777	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$:			PSE0002142	09/01/2023	09/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0002789	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> BOTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - FA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			83OH056719923	09/01/2023	09/01/2024	\$2,000,000 each claim / \$4,000,000 annual aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Professional Liability is written on a 'claims made' policy form. Some or all officers are excluded from Workers Compensation coverage.							
CERTIFICATE HOLDER				CANCELLATION			
Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			
ACORD 25 (2016/03) 1 of 1 #S41790281/M41674790						The ACORD name and logo are registered marks of ACORD	
						JDPZP	

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Local Public Agency City of Yorkville	County Kendall	Section Number 24-00053-00-RS
Prime Consultant (Firm) Name Engineering Enterprises, Inc.	Prepared By Michelle Lipinski	Date 8/21/2024
Consultant / Subconsultant Name Rubino Engineering, Inc.	Job Number C-93-023-25	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Q24.410 E. Van Emmon Street (FAU 2515) in Yorkville, Illinois
This project is following the LR1030-2 specification (Nuclear Gauge or Core Acceptance: TBD)

PAYROLL ESCALATION TABLE

CONTRACT TERM	7	MONTHS	OVERHEAD RATE	176.27%
START DATE	4/1/2025		COMPLEXITY FACTOR	2.00%
RAISE DATE	3/1/2026		% OF RAISE	2.00%
END DATE	10/31/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2025	10/31/2025	7	100.00%

The total escalation = 0.00%

Local Public Agency

City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-93-023-25

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	9	\$65.00	\$585.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	2	\$468.25	\$936.50
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	4	\$50.00	\$200.00
Standard Proctor	Inhouse Direct Cost		\$267.00	\$0.00
Cylinders	Inhouse Direct Cost	12	\$19.50	\$234.00
Core Densities	Inhouse Direct Cost	4	\$44.50	\$178.00
TOTAL DIRECT COSTS:				\$2,133.50

BLR 05514 (Rev. 02/09/23)
DIRECT COSTS

Local Public Agency

City of Yorkville

County

Kendall

Section Number

24-00053-00-RS

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-93-023-25

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Material Tester 1 & 2														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	44.04	42.0	81.16%	35.74	42	81.16%	35.74												
Project Manager / Engineer	50.22	8.0	15.46%	7.76	8	15.46%	7.76												
Staff Engineer / Geologist /	37.07	0.0																	
Laboratory Staff	32.00	0.0																	
Principal	74.00	1.8	3.38%	2.50	1.75	3.38%	2.50												
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		51.8	100%	\$46.01	51.8	100.00%	\$46.01	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



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

Agenda Item Number

New Business #3

Tracking Number

PW 2024-75

Agenda Item Summary Memo

Title: East Van Emmon Street Resurfacing - STP

Meeting and Date: Public Works Committee – September 17, 2024

Synopsis: Consideration of Resolution and Joint Agreement

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
Jori Behland, City Clerk
Rob Fredrickson, Finance Director

Date: September 6, 2024
Subject: E. Van Emmon Street Resurfacing - STP

The purpose of this memo is to provide an update on the project schedule as well as introduce copies of the required Resolution and Joint Agreement.

The general schedule associated with the construction of the project is listed below:

- Bid Letting November 8, 2024
- Construction Start May 2025
- Construction Complete July 2025

IDOT requires that a specific resolution be passed as part of projects that have Federal funding. A draft resolution is attached.

The Joint Agreement specifies the funding for the project, which is 80% Federal STP Funds (\$413,416.00) and 20% Local Funds (\$103,354.00). The funding will be for both construction and construction engineering.

If you have any further questions or need additional information, please call.

Resolution No. 2024-_____

A RESOLUTION AUTHORIZING THE CITY’S SHARE OF CONSTRUCTION & CONSTRUCTION ENGINEERING COSTS FOR THE ROADWAY IMPROVEMENT OF THE E. VAN EMMON STREET RESURFACING PROJECT

United City of Yorkville
Location: E. Van Emmon Street (FAU 2515)
Section No.: 24-00053-00-RS
Project No.: T4N9(336)
Job No.: C-93-023-25

WHEREAS, the City endeavors to improve a segment of E. Van Emmon Street from Illinois Route 47 (Bridge Street) to East City Limits that is approximately 0.50 miles in length and known to the Illinois Department of Transportation as Section Number 24-00053-00-RS and State Job Number C-93-023-25.

WHEREAS, the cost of said improvement has necessitated the need for the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement (“AGREEMENT”) with the Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the United City of Yorkville authorizes one hundred three thousand three hundred fifty four and 00/100, (\$103,354.00), or as much of such sum as may be needed to match federal funds in the completion of aforementioned project known as Section Number 24-00053-00-RS.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
United City of Yorkville		Kendall	24-00053-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	09-22-0048

Construction

State Job Number	Project Number
C9302325	T4N9(336)

- Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
E Van Emmon Street	FAU 2515	0.50 mile	00.00	00.50

Location Termini
Illinois Route 47 to east City Limits

Current Jurisdiction	Existing Structure Number(s)	Remove
Yorkville	N/A	

PROJECT DESCRIPTION

<p>This project consists of milling the existing HMA and placing a 3" overlay, along with partial depth patching, intermittent sidewalk replacement, installation of ADA ramps, intermittent curb and gutter replacements, and final striping.</p>
--

Local Public Agency	Section Number	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	C9302325	T4N9(336)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - 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 agreement 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 anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	C9302325	T4N9(336)

mmission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 **Construction of Fixed Works.** The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 **Criminal Convictions.** The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 **Improper Influence.** The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 **Telecom Prohibition.** The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 **Personal Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 **Organizational Conflict of Interest** - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 **Accounting System.** The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are

Local Public Agency	Section Number	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	C9302325	T4N9(336)

ed within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement. By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is

Local Public Agency	Section Number	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	C9302325	T4N9(336)

quired to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the STATE and the FHWA.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on STATE awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	C9302325	T4N9(336)

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	C9302325	T4N9(336)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

John Purcell

Title of Official

Mayor

Signature

[Signature Box]

Date

[Date Box]

The above signature certifies the agency's TIN number is

366006169 conducting business as a Governmental Entity.

DUNS Number 112382973

UEI E646HGMGZF83

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

[Signature Box]

Date

[Date Box]

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

[Signature Box]

Date

[Date Box]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

[Signature Box]

Date

[Date Box]

Michael Prater, Chief Counsel

[Signature Box]

Date

[Date Box]

Vicki Wilson, Chief Fiscal Officer

[Signature Box]

Date

[Date Box]

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	Kendall		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
Total	2

District Review Signature & Date

Steve Chery
 Digitally signed by Steve Chery
 Date: 2024.07.25 11:40:50
 -05'00'

Central Office Review Signature & Date

Teresa Cline
 Digitally signed by Teresa Cline
 Date: 2024.08.02 07:48:38
 -05'00'

Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
United City of Yorkville	24-00053-00-RS	C9302325	T4N9(336)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did United City of Yorkville LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

Yes No

2. Does the United City of Yorkville LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current United City of Yorkville LPA fiscal year?

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the United City of Yorkville LPA performed a single audit for their previous fiscal year?

Yes No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes No

b. For the current fiscal year, does the United City of Yorkville LPA intend to comply with Subpart F of 2 CFR 200?

Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Rob Fredrickson	Finance Director	United City of Yorkville

Signature & Date



7/24/2024



Legend

 Project Limits

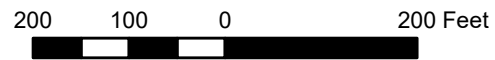
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com



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

NO.	DATE	REVISIONS

DATE: FEBRUARY 2022
 PROJECT NO.: YQ2204
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2022\
 FILE: YQ2204 VanEmmon Street Location Map



**E. VAN EMMON STREET
 LOCATION MAP**





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

Agenda Item Number

New Business #4

Tracking Number

PW 2024-76

Agenda Item Summary Memo

Title: Public Works Equipment Purchase – Trackless Boom Flail Mower

Meeting and Date: Public Works Committee – September 17, 2024

Synopsis: Proposal to purchase a boom flail mower for our trackless utility tractor

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: August 23, 2024
Subject: Boom Mower Purchase

Summary

A proposed boom mower attachment purchase for our new Trackless Utility Tractor.

Background

Public Works initially planned to purchase a boom mower in the FY 24 budget. However, we were unable to find one for our John Deere tractor that suited our needs that was within our price range of ~\$35,000. Since that time, we have purchased an additional utility tractor for mowing, leaf removal, and snow removal. In addition to those attachments, there is also a boom mower attachment for the unit.

Since this particular item was expected to be purchased during FY 24, it was not carried forward into the FY 25 budget. Nonetheless, I believe we have the funds to purchase the unit without a budget amendment due to budgetary savings within the Public Works Capital line items for vehicles. Per Finance Director Fredrickson, the original FY 25 budget included the full cost of a single axle dump truck (truck body & chassis) in the amount of \$236,000. However, the City had previously acquired the chassis in a prior fiscal year, so only a new truck body would need to be purchased in FY 25. The resulting budgetary saving of ~\$100,000 will easily cover the proposed boom mower attachment without the need of a budget amendment. Moreover, these budgetary savings will be further enhanced by the recent trackless tractor purchase approved by Council this past July, which came in under budget by \$12,000 (\$250,000 budgeted v. \$238,000 actual).

This mower will be used where it is potentially dangerous to use the traditional mower when the ditches are steep, or in retention areas with sloped banks. This unit will allow the tractor to stay on level ground and reach out 13.5' horizontally, and 53" below ground level. This unit will also allow us to trim back brushy areas with its 13.5' vertical reach as well. Examples of these type of areas are River St., Pavillion Rd., and W. Van Emmon.

Recommendation

Staff recommends the purchase of the boom flail mower from EJ Equipment in the amount of \$39,960. This is a single source bid since it is an attachment made specifically for the trackless tractor. This is not something we could bid on the open market; only Trackless dealers carry these attachments and each dealership has a territory that they sell to.

Resolution No. 2024-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE PURCHASE OF A TRACKLESS BOOM FLAIL MOWER
FROM E.J. EQUIPMENT, INC., IN AN AMOUNT NOT TO EXCEED \$39,960.00**

WHEREAS, the United City of Yorkville (the “*City*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City’s Municipal Code provides that the City may approve contracts for supplies and equipment that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, the City purchased a Trackless tractor from E.J. Equipment earlier this year, for use by the Public Works department; and

WHEREAS, the City’s Public Works department is in need of a boom flail mower attachment for the Trackless tractor to aid in mowing certain areas that could be dangerous to use a traditional mower on, such as along steep ditches; and

WHEREAS, the City has enough funds in the Fiscal Year 2025 public works budget to provide for the purchase of a boom flail mower attachment without a budget amendment; and

WHEREAS, boom flail mower attachments for Trackless tractors may only be purchased through authorized Trackless dealers; and

WHEREAS, E.J. Equipment, Inc. (the “*Supplier*”), an Illinois corporation, is a supplier of public works vehicles and equipment, and is an authorized Trackless dealer; and

WHEREAS, the Supplier has provided the City with a quote (the “*Quote*”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, pursuant to the provisions of the Quote, the Supplier shall provide the City with a Trackless boom flail mower, for an amount not to exceed \$39,960.00; and

WHEREAS, since it can only be purchased through an authorized dealer, the Trackless boom flail mower cannot be competitively bid; the City has a good relationship with the Supplier; and the Supplier is conveniently located for any potential future maintenance needs; and

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the purchase of the Trackless boom flail mower from the Supplier in accordance with the provisions of the Quote.

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

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2. In consideration of the foregoing recitals, the competitive bidding requirement is waived and the City Administrator is hereby authorized and directed to proceed with the purchase of the boom flail mower attachment, as described in the Quote, from E.J. Equipment, Inc.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK

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



Ship To: IN STORE PICKUP

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

Branch 01 - CENTRAL		Page 1	
Date 08/13/2024	Time 6:28:11 (O)		Estimate No. Q05440
Account No. YORKV001	Phone No. 6305534350		
Ship Via	Purchase Order		
Tax ID Number			
ERIC LESAGE		Salesperson S23 / S23	

Attention: JOHN SLEEZER

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	QUOTE VALID: 09/12/2024	Amount
TRACKLESS BOOM FLAIL MOWER ONE SET OF DUAL LOADER LUG TIRES & RIMS			39960.00

Subtotal: 39960.00
 Quote Total: 39960.00

Authorization: _____



X

Received By

Trackless
VEHICLES
SUBSIDIARY OF FEDERAL SIGNAL CORPORATION

BOOM FLAIL MOWER

TRACKLESSVEHICLES.COM

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

The attachment is front-mounted for better visibility compared to side or rear mount boom flails, resulting in less operator fatigue and safer operation. The compact size of the MT and Boom Flail decreases interference with passing traffic compared to larger agricultural-type tractor/mower combinations.

Finally, hydrostatic speed control allows the operator to react to oncoming obstacles for optimum safety and productivity.

CONTACT TRACKLESS TODAY

CALL 519-688-0370

EMAIL info@tracklessvehicles.com

VISIT 55 Thunderbird Drive, PO Box 244,
Courtland ON, Canada N0J 1E0



GENERAL SPECS

WIDTH OF CUT

43.5"; overall width of head
53.5"

HORIZONTAL REACH

13.5' from center of MT to
outside cut

VERTICAL REACH

13.5'

CUTTING BLADES

32

LEVEL GROUND CUTTING COVERAGE

11', starting 5" inside outer tire

BELOW GRADE CUT

53"







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

Agenda Item Number

New Business #5

Tracking Number

PW 2024-77

Agenda Item Summary Memo

Title: Gjovik Ford Fleet Maintenance Contract Extension

Meeting and Date: Public Works Committee – September 17, 2024

Synopsis: Proposed contract extension with Gjovik ford for fleet maintenance work
on city vehicles.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

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

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: August 27, 2024
Subject: Gjovik Ford Contract Extension

Summary

Our fleet maintenance repair contract with Gjovik Ford has expired. Staff is proposing a contract extension.

Background

The City has been utilizing the maintenance services at Gjovik Ford since 2021. During that time, the City has established a good relationship with them and are happy with the service. Deputy Chief Carlyle has been working with the service manager of Gjovik Ford to obtain pricing and determine the length of the contracts with renewals. I have attached his memo outlining the proposed pricing compared to the current contract, and the recommendation from the PD to continue the service with Gjovik. The new term of the contract will be 1 year with ability to renew the contract each year for an additional 3 years. No other terms of the contract will change except dates to make sure everything is current.

If approved, we will have Gjovik draw up a new contract that will reflect the new pricing and term of the contract. We will then double check for accuracy and have a legal review performed before signing.

Recommendation

Staff recommends the approval contract extension with Gjovik Ford with new pricing and term of the contract as outlined by Deputy Chief Carlyle.

Resolution No. 2024-_____

A RESOLUTION APPROVING A PROPOSAL FROM GJOVIK FORD, INC. TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS FOR VEHICLE MAINTENANCE

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/65-1-1-2, *et seq.*); and

WHEREAS, the City’s Municipal Code provides that the City may approve service contracts that have not been competitively bid by a two-thirds affirmative vote of the City Council; and

WHEREAS, Gjovik Ford, Inc., of Plano, Illinois (“*Gjovik*”) submitted a proposal to the City, a copy of which is attached hereto, (the “*Proposal*”), for the maintenance of City vehicles for a term commencing upon acceptance and terminating April 30, 2025; and

WHEREAS, Gjovik has performed maintenance service on City vehicles since 2021 and was found to be most reliable and provided excellent service; and

WHEREAS, the prices quoted in said Proposal are deemed to be the most reasonable; and

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to extend the contract with Gjovik as set forth in the Proposal.

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

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

Section 2. In consideration of the foregoing recitals, the competitive bidding requirement is waived, and the Director of Public Works is hereby authorized and directed to accept said proposal for a term commencing upon acceptance and terminating April 30, 2025.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

RUSTY CORNEILS _____

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

MAYOR

Attest:

CITY CLERK

TABLE OF CONTENTS

GENERAL CONDITIONS..... 4
SPECIAL CONDITIONS..... 11
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS..... 18
PROPOSAL FORMAT 24
BIDDER CERTIFICATIONS 26
MANAGEMENT INFORMATION..... 27
PRICE PROPOSAL..... 28
DETAIL EXCEPTION SHEET 30
REFERENCES..... 31
CONTRACT 32

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that the submission of a proposal means that the Bidder has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. Examination of Proposal Forms, Specifications, and Site

The Bidder shall carefully examine the proposal forms which may include the invitation to the proposal, instruction to Bidders, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The Bidder shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the Bidder will be obligated to operate. Failure of the Bidder to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the Bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

2. Scope of Work

The Bidder shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies and site safety.

3. Interpretation of Proposal Documents

Questions regarding proposal documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us by the date listed in the legal notice and cover page. Any interpretations of the Contract Documents will be made only by addendum and posted on the Demandstar portal. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

4. Completeness

All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Bidder's submittal shall include the completed Proposal Sheet found in the contract documents. The City will strictly hold the Bidder to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Bidder.

5. Error in Proposals

When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the Bidder is not relieved from errors in proposal preparation. Erasures in proposals must be explained over the signature of the Bidder.

6. Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the Bidder cannot withdraw or cancel his proposal for a period of forty-five (45) calendar days, or such longer time as stated in the proposal documents.

7. Bidder's Qualifications

No award will be made to any Bidder who cannot satisfy the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City all information and data the City may request for the purpose of investigation.

8. Work Restrictions

The Bidder shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the City.

Requests for exceptions due to extenuating circumstances must be made in writing to the City within 48 hours of the occurrence. The City's decision on extenuating circumstances will be final.

9. Price

Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the Bidder with its tax exemption number.

Cash discounts will not be considered in determining the overall price but may be used in an overall evaluation.

10. Consideration of Proposal

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The Bidder, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

11. Award or Rejection

The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

12. Execution of Contract

The Bidder shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Bidders, including

the specifications, will constitute part of the legal contract between the United City of Yorkville and the Bidder.

13. Termination of Contract

The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Bidder, in the event that sufficient funds to complete the Contract are not appropriated by the City Council or in the event of default by the Bidder. Default is defined as the failure of the Bidder to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

14. Compliance with All Laws

All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.

15. Contract Alterations

No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.

16. Nonassignability

The Bidder shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Bidder from his obligations or change the terms of the contract.

17. Execution of Documents

The Bidder, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

- Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority.
- Proposals received from any listed Bidder in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed Bidder shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the City may, but is not required to, consider such proposals, quotations, or offers.

18. Default

The City may terminate a contract by written notice of default to the Bidder if:

- fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- fails to make progress so as to endanger performance of the contract, or
- fails to perform work outlined in the contract within a reasonable amount of time.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Bidder shall be liable to the City for any excess costs for similar supplies and services unless the Bidder provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

19. Inspection

The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Bidder at no

cost to the City.

20. Permits and Licenses

The Bidder and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.

21. Notification of Work

Upon receiving the notice to proceed from the City or its designee, the Bidder shall notify the City or its designee 48 hours prior to commencement of work.

22. Payment

Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents. Invoices shall be paid by the City pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

23. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the City before the final payment on the contract is issued.

24. Insurance

- (A) The Bidder shall furnish to the City satisfactory proof of coverage of the insurance requirements stated in the Special Conditions, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the City. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the City. In addition, said certificates shall list the City and its officers, agents, and employees as additional insureds on all required insurance policies except the policy for professional liability.
- (B) If the Bidder shall require subcontractors, if any, not protected under the Bidder's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Bidder.

25. Indemnification

The Bidder shall indemnify, defend and save harmless the City, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including

attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said Bidder, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officers, agents, employees, representatives, and their assigns shall have the right to defense counsel of their choice. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

26. General Guarantee

Neither the final certificate of payment nor any provision in the Bidder Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Bidder of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Bidder shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Bidder shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

27. Waiver of Lien

Where applicable a waiver of lien and Bidder's affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

28. Other Entity Use

Although this solicitation is specific to the City, Bidders have the option of allowing this offer, if awarded by the City to the Bidder, to be available to other government agencies within the Kane, Will and Kendall Counties. If the successful Bidder and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

SPECIAL CONDITIONS

The City's fleet consists of approximately 50 cars and trucks that would be covered under this maintenance agreement. The goal of the United City of Yorkville is to ensure their safe operation by having an effective preventative maintenance program, including for general repairs. Vehicle & equipment repairs, modification, preventive maintenance inspections and/or other work under this contract shall be performed at the Bidder's site.

The City has established minimum specifications, which include special and specific vehicle maintenance requirements to assure the safe operation of the city's fleet vehicles. The Bidder shall provide industry certified mechanics, shop(s), service trucks, mechanic's tools, lifts, and any waste disposal for vehicle fluids and/or materials, as well as any vehicle fluid spill clean-up as needed for all work performed at the shop. The Bidder shall furnish all necessary supervision, labor, tools and parts and supplies necessary to provide the service for the City's fleet in accordance with Manufacturer's recommendations in order to maintain factory warranties and any extended warranties.

These services will continue on each City vehicle covered by this contract until it is disposed of by the City. The City may add vehicles or remove vehicles from its list during the term of this agreement at the discretion of the City. Any vehicles added to the contract shall be offered the same bid prices as in the original bid.

1. Term

The initial contract term shall be thru April 3, 2025. This contract will commence on September 24, 2024. The contract shall be contingent upon the completion and submittal of all required documents. This contract shall remain in effect until the completion of services, provided that the services rendered by the Bidder during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. However, in the event funding is not appropriated on an annual basis during any particular year within the contract period, the contract may be canceled upon thirty (30) days written notice to the Bidder. In such an event, the City shall only be responsible for the reasonable value of services performed prior to the effective date of termination.

2. Options to Renew

Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional three (3) one-year renewals.

Prior to completion of each exercised contract term, the City may consider an adjustment to the price based on the Consumer Price Index (CPI). It is the Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised

option period, the Bidder's request for adjustment should be submitted 60 days prior to expiration of the then current contract term. The Bidder adjustment request should not be in excess of the relevant pricing index change. If adjustment request is not received from the Bidder, the City will assume the Bidder has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the Bidder and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Should the Bidder decline the City's right to exercise the option period, the City may consider the Bidder in default which may affect the Bidder's eligibility for future contracts.

3. Method of Award

Award of this contract will be made to the lowest responsive, responsible Bidder. If a Bidder fails to submit an offer for all items within the group, its offer for that specific group will be rejected. Failure to perform as noted may result in the Bidder being deemed in breach of contract. The City may terminate the contract for default. The geographic allocation of the proposer's facility will be taken into consideration during the evaluation process.

4. Minimum Requirements

The awarded Bidder must meet the following minimum requirements.

- Must be ASE certified in medium / light duty truck repair and automobiles.
- Have a fully equipped and well-established company as required in this solicitation and which may be verified by on-site inspection within six (6) miles of the City limits.
- Bidder must be able to show a minimum of five (5) years of experience in Fleet Maintenance Repair,
- Facility must provide security in the form of a fenced lot, or inside of a secure building, for no less than four (4) standard sized vehicles simultaneously.
- Must provide at least 3 public or private sector clients' references of clients which

the bidder has provided similar services listed within this bid.

- The Bidder (s) is required to have the capabilities to perform routine, scheduled, unscheduled, and any major component overhaul, rebuilding, repairing and replacement capabilities.
- Bidder shall perform drug test screening on all employees and provide pass/fail results to the City, upon request.
- The Bidder must be open at a minimum of Monday through Friday from 8am – 4pm with preference given for facilities that also have weekend hours.
- Successful bidder must agree to give preference to Yorkville Police Department vehicles for repairs with a diagnosis and estimate within 24 hours. Repairs must follow as soon as authorization is granted, and parts arrive. No repairs are allowed without prior authorization.
- The Bidder must have a minimum of four (4) full time certified technicians on staff with a minimum of two on duty at all times during normal business hours.
- The Bidder must have at minimum one technician that is certified in transmission repairs.
- The Bidder must remain open all year, no allowance for vacation closure.
- The Bidder must provide timely transportation services for pickup or drop off of vehicles for repair.
- The Bidder will be given preference if they are able to provide free towing services for all City Vehicles within a 10-mile radius of the City limits.

5. Price

If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract.

6. Delivery

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

7. Insurance

Comprehensive General Liability with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Operation
- Independent Bidders
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Contract, including

- any holdharmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers' Non-Ownership.

Before starting the Work, the Bidder will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Bidder agrees that if any part of the Work under the Contract is sublet, they will require the subcontractor(s) to carry insurance as required, and that they will require the subcontractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

A. Cancellation and Re-Insurance:

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Bidder shall be responsible for securing other acceptable insurance for the coverage specified in this section in order to maintain coverage during the life of this Contract. All deductibles must be declared by the Bidder and must be approved by the City. At the option of the City, either the Bidder shall eliminate or reduce such deductible or the Bidder shall procure a Bond, in a form satisfactory to the City, covering the same.

B. Garage Liability coverage

For Garage Operations with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

Garage keeper's Legal Liability with minimum limits of not less than One Million Dollars

(\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

8. Monthly Invoices Payments

Cut-off date is the close of the last business day of the month. Bidder shall submit by the 10th day of the following month Bidder's completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, Bidder shall submit his application on the next workday.

Bidder is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Statement of Services for that month's billing cycle. A late Statement of Services with a recommendation for payment will be paid in the next month's billing cycle.

9. Warranty

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Bidder , the Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within 1 calendar day after the City notifies the Bidder of such deficiency in writing. If the Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Bidder , in writing, that the Bidder may be debarred as a City Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within 1 calendar day of receipt of the notice. If the Bidder fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another Bidder and charge the Bidder for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

10. Deficiencies In Work To Be Corrected By The Bidder (Not Under Warranty)

The Bidder shall promptly correct any and all apparent or latent deficiencies and/or

defects in work and/or any work that fails to conform to the contract documents; regardless of the fabrication, installation or completion status of the overall task. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the City's project administrator, who may confirm all such verbal reports in writing. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified, the City may at its discretion, notify the Bidder in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within five (5) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the City shall place the Bidder on default, obtain the services of another Bidder to correct the deficiencies, and charge the incumbent Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing. If the Bidder fails to honor this invoice or credit memo, the City may terminate the contract for default.

A. Delay Penalties:

Should the Bidder fail to make repairs within (5) working days (excluding Saturday, Sunday and Federal Holidays) from the date of the agreement to repair; or fail to supply parts needed to the City or other mutually agreed on repair facility within (5) working days from the date of order; then a delay charge of \$200.00 per day (excluding Saturday, Sunday and Holidays) for each (8) hour day delay or part thereof, exclusive of Saturdays, Sundays and Holidays, shall be charged to the Guaranteed Maximum Cost of Repairs.

11. Labor, Materials, And Equipment Shall Be Supplied By The Bidder

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose of the warranty. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

12. Labor And Material Charges

The Bidder shall provide the City with labor and materials in strict accordance with all solicitation requirements on an as needed, when needed basis. Accordingly, the Bidder shall indicate the cost of this labor and materials on the submittal form included within this solicitation. The Bidder shall not offer an overtime hourly labor rate that exceeds 1 1/2 times the value of the regular hourly labor rate. If non-compliance in either regard is evident either from the offer itself or from subsequent evaluation proceedings, the offer shall be considered non-responsive and ineligible for award. No parts, accessories, or supplies shall be used which might void the vehicle manufacturer's warranty.

13. Materials Shall Be New And Warranted Against Defects

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the Bidder at the Bidder 's expense and the contract cancelled or (2) the City may require the Bidder to replace the materials at the Bidder 's expense.

14. Purchase Of Other Items Not Listed Within This Solicitation Based On Price Quotes:

While the City has listed all major items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary Bidder to obtain a price quote for the similar items. If there are multiple Bidder s on the contract, the City representative may also obtain price quotes from these Bidder s. The City reserves the right to award these similar items to the primary contract Bidder , another contract Bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

15. Work Acceptance

This project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

16. Drug And Alcohol Testing

The Bidder's employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol on the Work sites. Any Bidder employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under the Contract. Any Bidder or Bidder employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article must not relieve the Bidder of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

1. Scope of Services

Preventative Maintenance (PM) - Scheduled inspection of the vehicle based on either time or mileage. PM's are scheduled for either 3 months or 3,000 miles, whichever comes first. Select vehicles due to their unique service are performed more frequently. A Preventative Maintenance consists of a visual inspection of the vehicle for damage or missing parts, functional testing of components, lubrication, tire rotation, and servicing as needed. The following should be performed:

Component	Action *reflects additional charge over PM rate
Visual inspect vehicle for damage or missing parts	Advise accordingly
Verify function of dashboard warning indicators during prove out (key in crank mode) advise if any warning indicators are continuously on. Record idle miles for Police units	Advise accordingly
Check horn & lights for operation.	*Repair as needed
Tires - Inspect for unusual wear or thread at or below 4/32nd of an inch	*Replace as needed.
Rotate tires (if spare is new, rotate into service) and inflate to manufacturers recommendations	Part of PM
Parking and service brake	Inspect for proper operation and advise accordingly.
Inspect coolant, brake, power steering, transmission, rear axle, and washer fluid.	Top off fluids and advise of any concerns. *Any Level 3 leak, fluid leaking on the ground must be repaired.
Engine oil	Check oil level and condition prior to changing it. Advise of any concerns. Next change oil and filter. Fill to top of full line on dipstick
Check and Adjust Drive Belts	Advise accordingly
Inspect wiper blade and washer pump	*Replace as needed.
Air Filter	*Replace as needed

Battery terminals	Service (part of PM)
Transmission fluid and fuel filter	*Replace at 30,000 mile intervals
Check Engine Cooling System, Hoses And Clamps	*Replace as needed.
Check Exhaust System	Advise accordingly
Check Air Condition System, Freon Level	Advise accordingly

B. TECHNICAL REQUIREMENTS

Replacement Parts – Replacement parts should be New Original Equipment unless noted otherwise or agreed upon for a specific repair or authorized by the City representative. Where an O.E. has multiple lines, the premium line should be used (Example: Motorcraft use Super Duty, AC Delco use OE Service).

Exceptions

1. Motor Oil must be of premium grade and meet Ford Motor Company’s specifications for 5W-20 or 5W-30 Synthetic Blend for gasoline engines and 15W 40 Super Duty for diesel engines. Going forward, manufacturers may switch to a full synthetic. Provision for price adjustments will be noted below.
2. Brakes on Ford Motor Company vehicles should be Motorcraft Super Duty when available or Motorcraft. For marked patrol units use Ford Original Equipment pads, not Motorcraft.
3. Transmission / Rear Axle Fluid / Refrigerant / Brake Fluid – Must be of high quality and meet O.E. manufacturer’s specifications.
4. Wiper Blades – High quality refill (Anco or Trico is acceptable), for GM AC Delco Advantage line is preferred.
5. Misc. supplies – hose clamps, wire connectors, etc. must be of high quality.

Minimum Requirements: Technicians must be certified by either the respective vehicle manufacturer or ASE certified for the repairs being performed.

Bidder must have an ASE Certified Master Mechanic, on staff, for automobile and light trucks, mechanics shall have the following ASE certifications:

- A1 Engine Repair

- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train & Axles
- A4 Suspension & Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

Bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

All employees of the Bidder shall be considered to be at all times the sole employees of the Bidder, under the Bidder's sole direction, and not an employee or agent of the City of Sunny Isles Beach.

Tires – The City purchases Goodyear tires using the State of Illinois Contract and pricing. The facility shall provide tires accordingly, as needed. The city will pay for the mounting, balance, tire valves, and disposal of old tires upon usage at State of Illinois rate. The city will not be responsible for any other fees or charges.

Shop Equipment – The facility shall have sufficient high-quality tools and equipment to service late model vehicles (brake lathe, tire changer, tire balancer, alignment, tire pressure monitor tools, and OBDII diagnostic equipment).

Repairs - Before providing repair work, cost estimates shall be provided to Fleet Management detailing parts and labor required for the repair. No additional repairs will be allowed unless first authorized by Fleet Management.

- If a cost estimate for repair appears unreasonable in view of prior cost experience and other prevailing estimates, the City reserves the right to obtain services from another source.
- In no case shall the charge for labor exceed the bid price per hour times the numbers of hours quoted at such time repairs were performed.

2. Hours Of Operation

Bidder shall at a minimum, provide for the operation of the facility six (6) days per week, from 7:30 a.m. to 5:00 p.m. Monday through Friday, 7:30a.m to 12:00 p.m. Saturday except for any federal holidays.

3. Protection

- A. The Bidder shall be solely responsible for City vehicles and equipment while in their possession for maintenance and/or repairs.

- B. Vehicles left at Bidder's facility during non-business hours to complete service must be stored in a secure area.
- C. The Bidder must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970 (OSHA), and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

4. Estimates

Bidder shall provide written "not to exceed" estimates on any repair. The estimate will include the estimated number of hours, hourly rate, estimated material cost and completion date. It will be the Bidder's responsibility to ensure they have all the equipment and materials to provide accurate estimates. No work shall be performed by the Bidder before authorization is provided by the City Representative.

5. Hourly Rate

The hourly rates quoted shall include full compensation for labor, equipment use, and any other cost to the Bidder.

6. Quality Of Parts To Be Furnished

Parts furnished to the City shall meet or exceed the quality of the parts furnished originally for the equipment (OEM). However, if the original manufacturer has updated the quality of the parts for current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and / or return of said item. The burden of proof and cost of analysis will be the Bidder's. There will be no reboxing of parts.

Rebuilt / remanufactured parts will have been dismantled and reconstructed as necessary: all internal and external parts cleaned and made free from rust and corrosion; all impaired, defective, or substantially worked parts restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts; all missing parts replaced with new, rebuilt, or unimpaired used parts; and such other operations performed as are necessary to put the product in sound working condition. Rebuilt or used parts must conform to the manufacturer's reconditioning tolerances.

Costs for lubricants, grease, and other similar materials used to maintain or repair city fleet vehicles shall be included in the parts cost incurred by the Bidder and ultimately to be part of the targeted operating budget costs in accordance with the provisions of this agreement.

7. Performance Standards

The Bidder needs to be fully aware of the fact that City departments that rely on vehicles to perform their functions operate in a highly competitive environment and time for maintenance and repair work is of the essence. With this in mind, the Bidder will meet the performance standards noted below during the term of this agreement.

The Bidder will be expected to maintain these performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contactors' control will not relieve the Bidder of meeting these standards.

8. Vehicle Turnaround Time Standards

The following percentages of all maintenance and repair work must be completed within 24 hours of the vehicle's delivery to the garage or within 24 hours of notification of maintenance requirements (excluding weekends and non-working holidays):

General Fleet Vehicles	85% of the time
One-Ton or Smaller Vehicles	80% of the time
Larger than One-Ton Vehicles & other specialty equipment)	75% of the time (Includes Construction Equipment

No more than 5% of all vehicles will be out of services for maintenance or repair for more than 48 hours per trip to the garage with the following exceptions:

- Accident or Vandalism Repair: If the cost of repair is less than \$2,000, the repair must be completed within ten (10) calendar days of the damage notification. If the cost of repair is \$2,000 or greater, the repair must be accomplished within twenty (20) calendar days from the date of damage notification.
- Vehicles awaiting repair authorization from the City: In cases where the Bidder is awaiting repair authorization from the City to proceed with a given repair, the period from which turnaround time is measured will begin with the City's authorization to process with the repair.
- Major component overhauls or replacements: Major component overhauls or replacements within the first four (4) months of the initial contract year will require written authorization from the City. The amount of time allowed for these repairs will be decided by the City as a function of the need for the vehicle and the nature of the repair.
- Vehicles Exempted by the City: In instances where the City decides that it would

be in the City's best interest to temporarily waive vehicles turnaround performance standards for all or selected vehicles, the City will provide the Bidder written notification of this decision including specification of the time period for which these standards will be relaxed.

The Bidder is responsible for notifying the representative of user departments by telephone, email or in person when any vehicle will be out-of-service for maintenance or repair for more than 24 hours.

9. Rework

All re-work must be performed within 24 hours after City notification of corrective action.

10. Ad Hoc Reports

The Bidder may be required to assist in the generation of any ad hoc reports as the City or any of its user departments may request. In addition, some users may require copies of repair orders when vehicles are picked up to document costs incurred that are eligible for Federal reimbursement. All such requires must go through the City Representative.

PROPOSAL FORMAT

Proposers must submit one (1) completed proposal packet including the entire RFP packet. Be sure that the individual signing the Proposal is authorized to commit the organization to the Proposal as submitted. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the RFP will become the property of the City.

LABEL EACH SECTION AS NUMBERED

The proposal must be in the following format. Failure to submit all documentation in response to items #1 through #9 of this section may result in the proposal being deemed non-responsive and may result in the proposer's bid not being considered, in the City's Sole Discretion.

1. Company Information

- All Proposers must provide the following:
 - Name of Agency/Company (including any "Doing Business As" names)
 - Company Locations.
 - Internet Web Site Address (if any).
 - Details of Entity Business Structure (Corporation, Partnership, LLC).
 - Date Founded.
 - Home office address, telephone number, and local address and phone number.
 - List of any outstanding litigation that would threaten the viability of the bidder or the performance of this contract.
 - Proof of insurance.
 - Indication of how long it would take to implement service after authorized to begin.
 - Hours of operation

2. Qualifications

- Include licenses and certificates such as the ASE Certified Master Mechanic.
- A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the project at hand.

3. Staffing

Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project as well as experience and qualifications. The size and experience of the company staff pool from which staff assigned to the contract can be drawn. The composition of the staff team should

include:

- The names of the employees in the area responsible for this contract
- Their function in the company.
- The name of the person who will be responsible for the coordination of work.

4. Proposal Submittal Forms

The following items must be completed and included in proposal submittal:

- Bidder Certifications
- Management Information Sheet
- Price Proposal
- Detail Exception Sheet
- References
- Contract

The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

BIDDER CERTIFICATIONS

The undersigned Bidder;

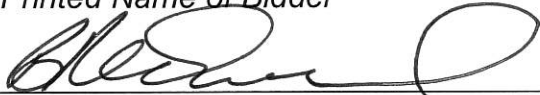
- A. Certifies that it is not barred from contracting or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with current applicable regulations of the Americans with Disabilities Act; and
- F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

Gjovik Ford Inc.

Business Name

Brian Redmond

Printed Name of Bidder



Signature of Authorized Representative

08/29/2024

Date

MANAGEMENT INFORMATION

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Illinois, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract. Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

Gjovik Ford Inc.

Business Name

12950 E US Route 34

Plano, IL 60545

Address

City, State, Zip Code

Brian Redmond

(630)925-7602

Contact Person

Telephone Number

QUESTIONNAIRE:

Number of years company has been in the business of vehicle maintenance and repairs services:	34 Years
Number of repair employees:	11
Hours of operation:	M-F 7:30-6pm
Have you included copies of ASE Certified Master Mechanic certificates for your technicians?	All are Base Certified, Master Certified, or Senoir Master Certified through Ford Motor Company.
Proximity to United City of Yorkville City Hall (800 Game Farm Road)	4 miles
Has your shop ever been a subject of Better Business Bureau action?	No
How many bays are available for vehicles?	18

PRICE PROPOSAL

UNIT PRICE: Unit price should be numeric. Unit price left blank will be deemed "no bid" and a price of \$0 will be deemed "included at no charge."

GROUP #1 - CARS AND TRUCKS UP TO 1½ TON		
Preventive Maintenance per Section 3.1		
A	Indicate the actual Posted Shop Labor Rate	\$ 189.95
B	Percentage Discount from the Posted Shop Labor Rate	34%
C	Discounted Hourly Shop Labor Rate	\$ 125.00
AND		
Percentage Discount off the O.E.M. / MSRP List for parts		Cost + 25%
FLAT RATE SERVICES		
No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$ 89.95
E	Alignment of Front and Single Rear Axle (complete)	\$ 139.95
F	Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 60.00
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 88.00

GROUP #2 - TRUCKS OVER 1½ TON		
Preventive Maintenance per Section 3.1		
A	Indicate the actual Posted Shop Labor Rate	\$ 209.95
B	Percentage Discount from the Posted Shop Labor Rate	35%
C	Discounted Hourly Shop Labor Rate	\$ 135.00

AND		
Percentage Discount off the O.E.M. / MSRP List for parts		Cost + 25%
FLAT RATE SERVICES		
No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$ 109.95
E	Alignment of Front and Single Rear Axle (complete)	\$ 109.95
F	Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 60.00
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 88.00

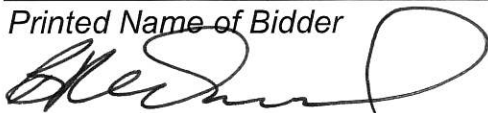
The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

Gjovik Ford Inc.

Business Name

Brian Redmond

Printed Name of Bidder



08/29/24

Signature of Authorized Representative

Date

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Kendall County Sheriff's Office

<i>Business Name</i>	
1102 Cornell Lane	Yorkville, IL 60560
<i>Address</i>	<i>City, State, Zip Code</i>
Andy Peters	(630)553-7500 Ext# 1136
<i>Contact Person</i>	<i>Telephone Number</i>
Aug 2017-Present	Fleet maintenance/Warranty Repairs
<i>Dates of Service</i>	<i>Nature of Work</i>

Reference No. 2

Little Rock Fox Fire Protection

<i>Business Name</i>	
300 Mitchell Dr.	Plano, IL 60545
<i>Address</i>	<i>City, State, Zip Code</i>
Dave Jordan	(630)669-4984
<i>Contact Person</i>	<i>Telephone Number</i>
March 2005-Present	Fleet Maintenance/Warranty Repairs
<i>Dates of Service</i>	<i>Nature of Work</i>

Reference No. 3

Door Distributers

<i>Business Name</i>	
5429 W Roosevelt Rd.	Cicero, IL 60804
<i>Address</i>	<i>City, State, Zip Code</i>
Kevin Holmes	(708)780-0777
<i>Contact Person</i>	<i>Telephone Number</i>
June 2018-Present	Fleet Maintenance and Repairs
<i>Dates of Service</i>	<i>Nature of Work</i>

CONTRACT

This **CONTRACT** ("Contract") made and entered into this 24th day of September 2024, by and between the United City of Yorkville, Kendall City, an Illinois Municipal Corporation, hereinafter referred to as the "City" and Gjovik Ford Inc. _____, hereinafter referred to as the "Bidder" and its successors.

WITNESSETH:

WHEREAS, the City has solicited proposals for all labor and materials necessary to complete the work specified in the Request for Proposals for the Landscape Maintenance Services for the Fleet Maintenance Services.

WHEREAS, the City has found that the Bidder is the lowest responsible Bidder for said work and has awarded the Bidder this contract for said work; and

WHEREAS, the entire proposal packet together with all exhibits, terms, and conditions to become a part of this contract unless otherwise specified all of which are made a part hereof and herein called the "Contract Documents". The City assumes that submission of a proposal means that the person submitting the proposal has familiarized themselves with all conditions and intends to comply with them unless noted otherwise.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Bidder agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the work in accordance with the specifications, conditions, and prices stated in the proposal packet.
2. The City will pay the Bidder in the amounts, manner and at times as set forth in the Contract Documents.

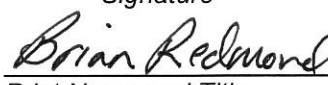
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE:

By: _____
Mayor

CONTRACTOR:


By: 
Signature

 Service Director
Print Name and Title

Attest:

City Clerk

Witness:


Witness



Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Date: 08/16/2024
To: Director Eric Dhuse
From: Deputy Chief Garrett Carlyle
Reference: FY26 Vehicle Maintenance Contract – Gjovik Ford

Mr. Dhuse,

We are currently working under an expired contract (expired April 2024) with Gjovik Ford (12950 E. US Route 34, Plano, IL) regarding fleet maintenance. The existing contractual pricing will be honored by Gjovik Ford until completion of any extensions to the contract. I have worked with Service Director Brian Redmond to agree upon potential service pricing with an effective date good through 04/30/2025 with availability for 3 additional annual renewals. Attached to this memorandum are the proposed rate agreements for FY26 (Attachment #1). To summarize the proposed changes, please refer to the below chart. All other contractual facts will remain the same unless otherwise noted in Attachment #1.

Group #1 - Cars and Trucks up to 1 1/2 ton			
	Current	Proposed	Percent Change
Posted Shop Rate	\$180.00	\$189.95	5.5
Percent Discount	45%	45%	
Discount Shop Rate	\$99.00	\$125.00	26.3
Parts	28.5% Off	Cost + 25%	
Flat Rate Services			
	Current	Proposed	Percent Change
Front Alignment	89	89.95	1.1
Rear Alignment	109	139.95	28.4
Oil Change	55	60	9.1
Synthetic Oil	80	88	10.0
Group #2 Trucks over 1 1/2 ton			
	Current	Proposed	Percent Change
Discounted Shop Rate	108	135	25.0
Parts	28.5% Off	Cost +25%	
Front Alignment	\$109.00	\$109.00	0.0
Rear Alignment	\$109.00	\$109.00	0.0
Oil Change	\$55.00	\$60.00	9.1
Synthetic Oil	\$80.00	\$88.00	10

Although labor rates are increasing, the overall cost of service remains less than other certified Ford maintenance options (such as Riverview Ford). It is my recommendation we continue with Gjovik Ford as the vehicle maintenance provider for the upcoming contractual period. I believe having certified mechanics capable of working on multiple issues from the same facility has been beneficial for our agency. In our experience Gjovik's has been timely and efficient in keeping our fleet running. The proximity to our department and availability of porters has helped downtime stay at a minimum. I believe this is our best option when considering total service, ease of use, and cost effectiveness.

Respectfully,
Mitchell G. Carlyle

GJOVIK FORD Inc.

12950 East US Route 34
Plano, IL 60545

Visit us online at:
gjovikford.com

Tel (630)552-8058
Fax (630)925-7575

March 25, 2021

Ms Carri Parker
Purchasing Manager
United City of
Yorkville, IL

Re: Bid for Vehicle
Maintenance Services

Dear Ms Parker,

In response to the City of Yorkville's Request for a Proposal, attached hereto please find the Contract Bid of Gjovik Ford, Inc. to perform vehicle maintenance services on the City of Yorkville's fleet of vehicles.

Thank you for your consideration on this matter. If you need any additional information in order to evaluate our Bid, please feel free to let us know.

Yours very truly,



Scott J. Gjovik,
President
Cell: 1 (630) 675-6113
Direct: 1 (630) 925-7570
E-mail: sgjovik@gjovikford.com

1. Company Information

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

Item 1 - Company Information

Name of Company - Gjovik Ford, Inc.

Location - 12950 E US Rte 34
Plano, IL 60545

Website URL - www.gjovikford.com

Business Structure - an Illinois Corporation

Date Founded - May of 1990

Telephone Number - 1 (630) 552-8058

There is no outstanding litigation that would threaten the viability of the Company or its ability to fulfill its obligation under this Contract.

Proof of Insurance - See attached Certificate listing the Company's liability insurance coverages. A Certificate of coverage naming the City as an additional insured is available upon request.

The Company can commence providing the services included in this Contract immediately upon acceptance of this Bid by the City.

<u>Hours of Operation</u>	<u>Service</u>	<u>Mon – Fri</u>	<u>Saturday</u>
		7:30AM – 6PM	Closed
	Business Office	Mon – Fri 8AM – 5PM	Saturday Closed
	Sales Dept	Mon – Fri 9AM – 8PM	Saturday 9AM – 6PM



GJOVFOR-01

KSZATKO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corkill Insurance Agency 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(847) 758-1000	FAX (A/C, No): (847) 758-1200
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Gjovik Ford, Inc. 12950 E US Route 34 Plano, IL 60545	INSURER A : Erie Insurance Exchange		26271
	INSURER B : Flagship City Insurance Co.		35585
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ OTHER \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROP <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY GARAGE LIABILITY NON-OWNED AUTOS ONLY			Q04-0181549	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB EXCESS LIAB DED RETENTION \$		X	Q28-0173493	4/1/2020	4/1/2021	OCCUR CLAIMS-MADE EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	Q88-5103132	4/1/2020	4/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Garagekeepers			Q04-0181549	4/1/2020	4/1/2021	ALS for both locas
A	Business Pers Prop			Q40-0156785	4/1/2020	4/1/2021	\$2,500 Ded (SPC Form) 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Account #0817680-001

Canon Financial Services is Named as Loss Payee with regards to leased equipment.

CERTIFICATE HOLDER

Canon Financial Services
PO Box 5008
Mt. Laurel, NJ 08054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2. Qualifications/Proposed Services

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

Item 2 - Qualifications

Attached hereto please find a detailed list of the training certifications from Ford for the Company's parts and service team that will be performing the Company's obligations under this Contract, namely:

- a) Darrell Long, Service Director, with 25 Ford certifications;
- b) Sheri Schwingle, Service Manager, with 11 Ford certifications;
- c) Roel Ybarra, Service Manager, with 4 Ford certifications;
- d) Jay Wynn, Technician, with 16 Ford certifications;
- e) Andrew Bormet, Technician, with 19 Ford certifications;
- f) Josh Teusink, Technician, with 13 Ford certifications;
- g) Donald Pitkins, Technician, with 13 Ford certifications;
- h) Erik Hegland, Technician, with 14 Ford certifications;
- i) Steve Oleksy, Technician, with 34 Ford certifications;
- j) Brian Palmgren, Parts Director, with 8 Ford certifications; and
- k) Jack Gruskovak, Ass't Parts Manager, with 3 Ford certifications

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Long, Darrell K
STARS ID: 000348584

[Show Filter Options](#)

[Manage Certifications](#)

25 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Phone Operator/Receptionist Recommended Training		Expired	26-Sep-2014	
Actions	Mobile Service Technician		Assigned	25-Feb-2020	
Actions	Electric Vehicle Dealership Certification-Service (Ford Only)		Certified	13-Jan-2021	
Actions	Warranty Administrator Master Certified - Level 3	Yes	Certified	26-May-2018	
Actions	Service Manager Master Certified - Level 3		Certified	20-Nov-2020	
Actions	Service Advisor Master Certified-Level 3		Certified	20-Nov-2020	
Actions	Commercial Service Mgr. Master Certified - Level 3		Certified	21-Nov-2020	
Actions	Customer Relations Manager Master Cert. - Level 3		Certified	30-Mar-2018	
Actions	Warranty Administrator Base Certified - Level 2		Certified	30-Mar-2018	
Actions	Service Manager Base Certified - Level 2	Yes	Certified	20-Nov-2020	
Actions	Service Advisor Base Certified - Level 2	Yes	Certified	20-Nov-2020	
Actions	Quick Lane Manager Base Certified - Level 2	Yes	Certified	20-Nov-2020	
Actions	Quick Lane Advisor Base Certified - Level 2	Yes	Certified	20-Nov-2020	
Actions	Commercial Service Mgr. Base Certified - Level 2		Certified	21-Nov-2020	
Actions	Commercial Service Adv. Base Cert. - Level 2		Certified	21-Nov-2020	
Actions	Customer Relations Manager Base Cert. - Level 2		Certified	30-Mar-2018	
Actions	Warranty Administrator Fundamentals Certified - Level 1		Certified	30-Mar-2018	
Actions	Service Manager Fundamentals Certified - Level 1		Certified	11-Nov-2015	
Actions	Service Advisor Fundamentals Certified - Level 1		Certified	30-Sep-2014	
Actions	Quick Lane Technician Fundamental-Level 1		Certified	18-Jan-2018	

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Quick Lane Manager Fundamentals Certified - Level 1		Certified	18-Jan-2018	
Actions	Quick Lane Advisor Fundamentals Certified - Level 1		Certified	18-Jan-2018	
Actions	Commercial Service Mgr. Fundamentals Cert.-Level 1	Yes	Certified	07-May-2015	
Actions	Commercial Service Adv. Fundamentals Cert.-Level 1	Yes	Certified	30-Sep-2014	
Actions	Customer Relations Manager Fund. Cert. - Level 1		Certified	30-Mar-2018	

25 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

01573
STARK FORD, INC.
LONG, BARBARA K
000348584

Copyright © 2010 - 2021 Ford Motor Company.

[Application Information](#)

(Carroll)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Schwingle, Sheri
STARS ID: 001998059

[Show Filter Options](#)

[Manage Certifications](#)

11 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Warranty Administrator Master Certified - Level 3	Yes	Expired	16-Nov-2017	
Actions	Electric Vehicle Dealership Certification-Service (Ford Only)		Expired	16-Sep-2020	
Actions	Commercial Service Adv. Base Cert. - Level 2		Expired	17-Nov-2020	
Actions	Service Advisor Base Certified - Level 2	Yes	Certified	19-Jan-2021	
Actions	Service Advisor Master Certified-Level 3		Certified	19-Jan-2021	
Actions	Warranty Administrator Base Certified - Level 2		Certified	08-Oct-2012	
Actions	Warranty Administrator Fundamentals Certified - Level 1		Certified	01-Aug-2012	
Actions	Service Manager Fundamentals Certified - Level 1		Certified	06-Sep-2012	
Actions	Service Advisor Fundamentals Certified - Level 1		Certified	26-Nov-2014	
Actions	Commercial Service Mgr. Fundamentals Cert.-Level 1	Yes	Certified	30-May-2019	
Actions	Commercial Service Adv. Fundamentals Cert-Level 1	Yes	Certified	30-May-2019	

11 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

Copyright © 2010 - 2021 Ford Motor Company.

[Application Information](#)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Ybarra, Roel
STARS ID: 002787398

[Show Filter Options](#)

[Manage Certifications](#)

4 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Service Advisor Fundamentals Certified - Level 1		Certified	19-Jul-2020	
Actions	Service Advisor Base Certified - Level 2	Yes	Certified	11-Aug-2020	
Actions	Electric Vehicle Dealership Certification-Service (Ford Only)		Certified	23-Aug-2020	
Actions	Service Advisor Master Certified-Level 3		Certified	03-Dec-2020	

4 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

Copyright © 2010 - 2021 Ford Motor Company.

[Application Information](#)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Wynn Iii, Arthur
STARS ID: 000565154

[Show Filter Options](#)

[Manage Certifications](#)

16 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Automatic Transmission - 37		Assigned	20-Apr-2006	
Actions	Manual Transmission and Drivetrain - 36		Certified	04-Jan-2014	
Actions	2021 Engine Master		Certified	04-Jan-2021	
Actions	2021 Chassis Master		Certified	04-Jan-2021	
Actions	Diesel Engine Repair - 52		Certified	30-Nov-2007	
Actions	Diesel Engine Performance - 51		Certified	23-May-2019	
Actions	High Voltage Systems - 43	Yes	Certified	02-Oct-2020	
Actions	Technician Fundamentals - 40		Certified	13-Jun-2014	
Actions	Electronic Systems - 39		Certified	29-Apr-2015	
Actions	Brakes - 38		Certified	04-Oct-2012	
Actions	Climate Control - 35		Certified	14-Jan-2016	
Actions	Electrical Systems - 34		Certified	04-Oct-2012	
Actions	Steering and Suspension - 33		Certified	04-Oct-2012	
Actions	Gasoline Engine Repair - 32		Certified	04-Oct-2012	
Actions	Gasoline Engine Performance - 31		Certified	21-Aug-2020	
Actions	New Model Training Courses - 30		Certified	21-Oct-2020	

16 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

Copyright © 2010 - 2021 Ford Motor Company.

[Application Information](#)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Bormet, Andrew R
STARS ID: 000892780

[Show Filter Options](#)

[Manage Certifications](#)

19 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	High Voltage Systems - 43	Yes	Expired	12-Jan-2021	
Actions	Diesel Engine Performance - 51		Assigned	13-Oct-2014	
Actions	Technician Fundamentals - 40		Certified	13-Dec-2014	
Actions	2021 Senior Master Technician		Certified	04-Jan-2021	
Actions	2021 Engine Master		Certified	04-Jan-2021	
Actions	2021 Drivetrain Master		Certified	04-Jan-2021	
Actions	2021 Chassis Master		Certified	04-Jan-2021	
Actions	Electric Vehicle Dealership Certification-Service (Ford Only)		Certified	20-Oct-2020	
Actions	Diesel Engine Repair - 52		Certified	18-Dec-2011	
Actions	Electronic Systems - 39	Yes	Certified	07-Oct-2019	
Actions	Brakes - 38		Certified	30-Oct-2012	
Actions	Automatic Transmission - 37		Certified	21-Aug-2020	
Actions	Manual Transmission and Drivetrain - 36		Certified	14-Jun-2016	
Actions	Climate Control - 35	Yes	Certified	14-Jan-2016	
Actions	Electrical Systems - 34		Certified	03-Apr-2018	
Actions	Steering and Suspension - 33		Certified	08-Mar-2017	
Actions	Gasoline Engine Repair - 32		Certified	30-Oct-2012	
Actions	Gasoline Engine Performance - 31		Certified	21-Aug-2020	
Actions	New Model Training Courses - 30	Yes	Certified	21-Oct-2020	

19 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Teusink, Joshua
STARS ID: 002389656

[Show Filter Options](#)

[Manage Certifications](#)

13 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Diesel Engine Repair - 52		Assigned	20-May-2016	
Actions	Diesel Engine Performance - 51		Assigned	20-May-2016	
Actions	Electronic Systems - 39	Yes	Assigned	12-Oct-2018	
Actions	Automatic Transmission - 37		Assigned	20-May-2016	
Actions	Manual Transmission and Drivetrain - 36		Assigned	20-May-2016	
Actions	Gasoline Engine Performance - 31		Assigned	20-May-2016	
Actions	Gasoline Engine Repair - 32		Certified	07-Sep-2018	
Actions	Climate Control - 35		Certified	24-Jul-2018	
Actions	Brakes - 38		Certified	23-Oct-2019	
Actions	Technician Fundamentals - 40		Certified	01-Dec-2019	
Actions	Electrical Systems - 34		Certified	04-Apr-2018	
Actions	Steering and Suspension - 33		Certified	21-Oct-2018	
Actions	New Model Training Courses - 30		Certified	04-Jan-2021	

13 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

Copyright © 2010 - 2021 Ford Motor Company.

[Application Information](#)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Pitkins, Donald J
STARS ID: 000354414

[Show Filter Options](#)

[Manage Certifications](#)

13 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	New Model Training Courses - 30	Yes	Expired	17-Dec-2019	
Actions	Electronic Systems - 39	Yes	Expired	07-Jan-2020	
Actions	Brakes - 36		Expired	07-Jan-2020	
Actions	Climate Control - 35	Yes	Expired	07-Jan-2020	
Actions	Electrical Systems - 34		Expired	07-Jan-2020	
Actions	Steering and Suspension - 33		Expired	07-Jan-2020	
Actions	Manual Transmission and Drivetrain - 36		Assigned	20-Apr-2006	
Actions	Diesel Engine Repair - 52		Assigned	20-Apr-2006	
Actions	Diesel Engine Performance - 51		Assigned	20-Apr-2006	
Actions	Automatic Transmission - 37		Assigned	20-Apr-2006	
Actions	Gasoline Engine Repair - 32		Assigned	20-Apr-2006	
Actions	Gasoline Engine Performance - 31		Assigned	20-Apr-2006	
Actions	Technician Fundamentals - 40		Certified	13-Dec-2014	

13 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

Copyright © 2010 - 2021 Ford Motor Company.

[Application Information](#)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Hegland, ErIk
STARS ID: 002133181

[Show Filter Options](#)

[Manage Certifications](#)

14 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	High Voltage Systems - 43	Yes	Expired	12-Jan-2021	
Actions	Gasoline Engine Performance - 31		Expired	14-Jan-2020	
Actions	New Model Training Courses - 30	Yes	Expired	17-Dec-2019	
Actions	Diesel Engine Performance - 51		Assigned	13-Jan-2014	
Actions	Automatic Transmission - 37		Assigned	13-Jan-2014	
Actions	Manual Transmission and Drivetrain - 36		Assigned	13-Jan-2014	
Actions	Electronic Systems - 39	Yes	Certified	27-Jul-2017	
Actions	Diesel Engine Repair - 52		Certified	10-Jun-2017	
Actions	Technician Fundamentals - 40		Certified	03-Feb-2014	
Actions	Brakes - 38		Certified	21-Sep-2017	
Actions	Climate Control - 35	Yes	Certified	25-Jun-2017	
Actions	Electrical Systems - 34		Certified	08-Nov-2014	
Actions	Steering and Suspension - 33		Certified	11-Jan-2017	
Actions	Gasoline Engine Repair - 32		Certified	10-Jun-2017	

14 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

Copyright © 2010 - 2021 Ford Motor Company.
[Application Information](#)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533

Dealer/Fleet/CBU Name: Gjovik Ford, Inc.

Employee Name: Oleksy, Steven M

STARS ID: 002645059

[Show Filter Options](#)

[Manage Certifications](#)

34 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	FACT Certification		Expired	17-Oct-2020	
Actions	Electronic Systems Specialist - FACT		Expired	19-Mar-2021	
Actions	Climate Control Specialist - FACT		Expired	17-Oct-2020	
Actions	Gasoline Engine Performance - 31		Expired	14-Jan-2020	
Actions	Mobile Service Technician		Assigned	12-Jun-2020	
Actions	Tire Pro Base Certified - Level 2		Assigned	07-Dec-2019	
Actions	Service Excellence Technician Base Certified - Level 2		Assigned	07-Dec-2019	
Actions	Quick Lane Tire Pro Base Certified - Level 2		Assigned	07-Dec-2019	
Actions	FCS Powertrain Technician		Assigned	07-Dec-2019	
Actions	FCS Maintenance Technician		Assigned	07-Dec-2019	
Actions	FCS Master Technician		Assigned	07-Dec-2019	
Actions	FCS Electrical Diagnosis Technician		Assigned	07-Dec-2019	
Actions	Automatic Transmission - 37		Assigned	07-Dec-2019	
Actions	Manual Transmission and Drivetrain - 36		Assigned	07-Dec-2019	
Actions	Technician Fundamentals - 40		Certified	24-Oct-2018	
Actions	Quick Lane Technician Master-Level 3		Certified	24-Jul-2019	
Actions	Diesel Engine Repair Specialist - FACT		Certified	28-Jul-2020	
Actions	Quick Lane Technician Base-Level 2		Certified	07-Jan-2019	
Actions	Brakes Specialist - FACT		Certified	08-Dec-2019	
Actions	Diesel Engine Performance Specialist - FACT		Certified	24-Jul-2019	
Actions	Electrical Systems Specialist - FACT		Certified	01-Feb-2020	
Actions	Steering and Suspension Specialist - FACT		Certified	24-Jul-2019	
Actions	Gasoline Engine Repair Specialist - FACT		Certified	28-Jul-2020	
Actions	Gasoline Engine Performance Specialist - FACT		Certified	07-Dec-2019	
Actions	Quick Lane Technician Fundamental-Level 1		Certified	17-Nov-2018	
Actions	Lincoln Pre-Delivery Inspection - 60		Certified	17-Nov-2018	
Actions	Diesel Engine Repair - 52		Certified	24-Jul-2019	
Actions	Diesel Engine Performance - 51		Certified	24-Jul-2019	
Actions	Brakes - 38		Certified	24-Jul-2019	
Actions	Climate Control - 35	Yes	Certified	24-Jul-2019	

<u>Actions</u>	<u>Certification Title</u>	<u>New Requirement</u>	<u>Status</u>	<u>Status Date</u>	<u>Evaluation Required</u>
Actions	Electrical Systems - 34		Certified	24-Jul-2019	
Actions	Steering and Suspension - 33		Certified	24-Jul-2019	
Actions	Gasoline Engine Repair - 32		Certified	24-Jul-2019	
Actions	New Model Training Courses - 30	Yes	Certified	21-Oct-2020	

34 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

01583
 GEORGE FORD, INC
 OLESON, STEVEN M.
 002645059 (Cont'd)

Copyright © 2010 - 2021 Ford Motor Company.

[Application Information](#)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovik Ford, Inc.
Employee Name: Palmgren, Brian
STARS ID: 000322924

[Show Filter Options](#)

[Manage Certifications](#)

8 records found, displaying all records

1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Commercial Parts Manager Fundamentals Certified - Level 1		Certified	30-Mar-2017	
Actions	Parts Counterperson Fundamentals Cert. - Level 1		Certified	14-Dec-2011	
Actions	Commercial Parts Counterperson Base Certified - Level 2		Certified	30-Mar-2017	
Actions	Commercial Parts Manager Base Certified - Level 2		Certified	30-Mar-2017	
Actions	Parts Counterperson Base Certified - Level 2		Certified	26-Oct-2016	
Actions	Parts Manager Base Certified - Level 2		Certified	27-Jun-2007	
Actions	Commercial Parts Manager Master Certified - Level 3		Certified	30-Mar-2017	
Actions	Parts Manager Master Certified - Level 3		Certified	06-Nov-2009	

8 records found, displaying all records

1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

Copyright © 2010 - 2021 Ford Motor Company.

[Application Information](#)

STARS

STANDARDIZED TRAINING AND RESOURCE SYSTEM

[Home](#) » [Employee List](#) » Certification Summary

Certification Summary

All Certifications are listed below. You may use the filter options to narrow your choices. Some Certifications use special processing. Please read Certification Description to understand requirements

Dealer/Fleet/CBU Code: 01533
Dealer/Fleet/CBU Name: Gjovlk Ford, Inc.
Employee Name: Gruskovak, Jack W
STARS ID: 000348682

[Show Filter Options](#)

[Manage Certifications](#)

3 records found, displaying all records 1

Actions	Certification Title	New Requirement	Status	Status Date	Evaluation Required
Actions	Parts Counterperson Fundamentals Cert. - Level 1		Certified	23-Aug-2007	
Actions	Parts Counterperson Base Certified - Level 2		Certified	23-Mar-2007	
Actions	Parts Counterperson Master Cert.- Level 3		Certified	04-Nov-2011	

3 records found, displaying all records 1

[Export to Excel](#)

Show Results per page: [10](#) | [20](#) | [50](#) | [All](#)

Copyright © 2010 - 2021 Ford Motor Company.

[Application Information](#)

Item 2 – Proposed Services (cont'd)

Attached hereto is a description of the Preventative Maintenance Services and Checklists that the Company shall provide to the City for its vehicles. Such services shall be provided by the Company only to the extent that they are consistent with the vehicle maintenance requirements established from time to time by the City. Also attached hereto are additional benefits and services which can be provided by the Company to the City on the maintenance of its vehicles under this Contract at NO ADDITIONAL CHARGE if requested by the City.

Item 2 – Proposed Services (Cont'd)

Description of Preventative Maintenance Services,
with Checklists, to be Performed by the Company
on the City's Vehicles under the Contract

Preventive Maintenance Service Checklist: A preventative maintenance checklist shall be completed by the technician and attached to the invoice submitted to the Sheriff's Office for every vehicle serviced. The technician should include observations and explanations for any further needed repairs. The checklist shall address all of the following items:

1. Preventative Maintenance Checklist:

All preventative maintenance checks/inspections shall be conducted in accordance with original equipment manufacturer (OEM) specifications and recommendations. The below lists are not all inclusive and shall only be utilized as a guideline for vehicle inspections and items to be inspected or maintained.

1. Inspect the exterior of the vehicle for damage, check the windows/mirror for cracks or dings, and check that the license plates are secured on the front and rear.
2. Check operation of all factory installed directional signals and lights. This will include interior and exterior lights, however exclude all aftermarket police/emergency vehicle lights.
3. Visually check operation of all instruments and gauges.
4. Check operation of heat/defroster and air conditioner. Visually check all OEM interior knobs and handles (doors, locks, dash panel).
5. Check operation safety of equipment: horn and seat belts.
6. Check operation of the parking brake.
7. Check operation and lube the hood latch and door locks.
8. Check operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.
9. Inspect the wiper blades and wiper arms. Fill the window wash reservoir, as needed.
10. Check the steering operation. Check the power steering fluid level and fill as needed.
11. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.
12. Check the battery water, remove and clean the battery cables and terminals if necessary.
13. Check condition of the engine mounts.
14. Check condition and tension of all belts and hoses.
15. Inspect and clean or replace the PVC valve, if needed.
16. Check fuel lines, hoses, and fittings for leaks and tighten as required.
17. Check operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect and clean the calipers, wheel cylinders, rotors, drums, and brake lining. Record the approximate front and rear remaining lining wear in mileage terms (5K + or 10K +). Brakes should be replaced if less than an estimated 5,000 miles remains in brake-lining life.
18. Drain and replace engine oil and filter every 6,000 miles
19. Inspect tire wear, tread depth and air pressure, fill if needed.
20. Inspect condition of wheels, lug nuts, and studs.
21. Check differential fluid level and fill as needed with manufacturer recommended fluid.

Bid of
Gjovik Ford, Inc.
Dated: March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

Item 2 – Proposed Services (Cont'd)

Description of Preventative Maintenance Services,
with Checklists, to be Performed by the Company
on the City's Vehicles under the Contract (Cont'd)

22. Inspect condition of drive line and U-joints. Lube as required.
23. Checks exhaust system for le
24. Lubricate (when required) and give suspension system "look and shake" inspection. Visually inspect the shocks for leaks.
25. Visually check condition of the frame and cross members.
26. Attach sticker that shows milcage of next service due (or as specified by owner's manual if under warranty). The sticker should be placed on windshield.
27. Check transfer case fluid level and fill as needed with manufacturer recommended fluid.
28. The technician must complete the comments section to explain any needed repairs or observations for all above items.

2. 50,000 mile service Checklist:

1. Preventative Maintenance ("PM") checklist items 1-9.
2. Perform a pressure check of the coolant system for leaks.
3. Change the air and fuel filters.
4. Perform a complete system check to include the ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
5. Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smoothly operating vehicle.
6. Replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
7. Drain coolant system and perform back flush to system. Replace coolant.
8. Remove thermostat and gasket and replace with new OEM or better quality part.
9. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
10. A road test shall be performed for each preventive service performed for diagnosing problems, checking the effectiveness of repairs and for testing the overall operation of the vehicle.
11. The technician must complete the comments section to explain any needed repairs or observations for all above items.

3. 100,000 mile service Checklist:

1. PM checklist items 1-9 and 50,000 mile service checklist items.
2. When applicable, replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
3. Drain coolant system and perform back flush to system. Replace coolant.
4. Remove thermostat and gasket and replace with new OEM or better quality part.
5. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
6. The technician must complete the comments section to explain any needed repairs or observations for all above items.

Bid of
Gjovik Ford, Inc.
Dated: March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

Item 2 - Proposed Services (Cont'd)

A. Additional Benefits and Services on the Maintenance of the City's Vehicles Available to the City under this Contract at No Extra Charge

1. If requested by the City, the Company shall, at NO CHARGE, use qualified drivers to pick-up and drop-off to and from the City's main facility at 800 Game Farm Road, Yorkville, IL all City vehicles to be serviced by the Company.
2. In lieu of state contract pricing, if requested by the City, the Company shall provide tires to the City at its cost plus \$15.00 per tire. Most of these tires would be in the Company's current tire inventory or would be available on the same or next day. If requested by the City, the Company shall maintain and store, on its premises, the tire inventory for the City's vehicles.
3. If requested by the City, the Company shall, at NO CHARGE, wash all City vehicles serviced by the Company before returning them to the City.
4. If requested by the City, an inspection-based Vehicle Check-Up Report Card together with a Schedule of Ford Recommended Future Maintenance Services shall be provided, at NO CHARGE, to the City for each Ford vehicle on all maintenance visits. These reports and schedules will allow the City to plan and budget for its current and future fleet maintenance needs. These reports and schedules shall also assist the City in ensuring that all the factory recommended maintenance services are being performed on their Ford vehicles on a timely basis.
5. Todd O'Reilly, the Company's General Manager, and Darrell Long, the Company's Service Director, shall be jointly designated as the account managers for the City with 24/7 availability by cell phone or by direct line or by e-mail as follows:

Todd O'Reilly
Cell No: 1 (847) 970-8022
Direct Line: 1 (630) 925-7617
E-mail: toreilly@gjovikford.com

Darrell Long
Cell No: 1 (815) 666-6406
Direct Line: 1 (630) 925-7602
E-mail: dlong@gjovikford.com

If requested by the City, the Company shall also establish a dedicated e-mail address for the City for the exclusive use by the City to expedite direct communication to the Company. This dedicated e-mail address is: cityofyorkville@gjovikford.com

Item 2 Proposed Services (Cont'd)

A. Additional Benefits and Services on the Maintenance of the City's Vehicles Available to the City under this Contract at No Extra Charge. (Cont'd)

6. AT NO CHARGE, the Company shall use its best efforts to provide the City with "after-warranty" financial assistance from Ford on major repairs to the City's vehicles in accordance with guidelines established by Ford from time to time for its best commercial fleet customers utilizing the Company's excellent relationship with Ford.
7. AT NO CHARGE, Ford shall provide the City with a 2 year limited warranty, with unlimited mileage covering defects on most Ford parts that are installed by the Company on the City's vehicles
8. The Company maintains a fleet of over 40 new or near new Ford service loaner vehicles, including cars, SUVs, pickups and vans, which are available to City personnel, if requested, at NO CHARGE, for non-patrol use while their City vehicles are being repaired by the Company.
9. At the election of the City, the Company shall sell the City any Extended Service Plan available from Ford on eligible City vehicles at a price equal to the Company's cost from Ford for such plan plus a \$149.00 processing fee per plan. At the option of the City, the Company shall provide the City with a brief description of the Extended Service Plans available to the City from Ford on its vehicles together with the cost to the City for such plans.

3. Staffing

Item 3 Staffing

The Company has been an award-winning Ford dealership providing the highest levels of customer service and customer satisfaction since 1990. The Company currently operates from a brand new, state-of-the-art facility of approximately 33,800 square feet with the latest in service equipment and technology. The Company's new service department and its highly skilled Technicians are capable of working on any vehicle up to a series 750, 4-ton Medium Duty Truck. The Company is also the current holder of the President's Award from Ford, the most prestigious honor granted to a Ford dealership each year that recognizes outstanding achievement in sales, service, customer satisfaction and facility.

The Company also has a large, professional, experienced and highly qualified service, parts and management staff that is dedicated to perform the obligations of the Company under this Contract in a world class manner. In addition to their training certifications set forth in item 2 above, the background and experience of the entire parts and service staff is summarized below.

Todd O'Reilly became the General Manager of the Company in February of 2020. He currently oversees all of the sales, service and parts operations of the Company including, without limitation, the activities of the Company's Service Director, Darrell Long, and the activities of the Company's Parts Director, Brian Palmgren. Todd is also one of the designated account managers for the City of Yorkville under this Contract. Todd has 47 years of experience working at several large auto and truck dealerships in various positions in the sales, service and parts departments. Since 1983, Todd has been an award-winning, General Manager, or Executive Manager, for several large Ford and GM dealership groups where he effectively managed many large fleet and commercial truck departments. From 1993 to 2018, Todd was an award-winning Executive Manager and a significant owner of Al Piemonte Ford Sales in Melrose Park, IL. While there, he was instrumental in building the dealership into the largest commercial fleet dealership in the USA with many large government and non-government commercial fleet customers. Since 1983, Todd has also significantly increased the sales and service operations of each of the dealerships he has managed as General Manager or Executive Manager. He has also successfully raised the quality of the customer service provided by these dealerships to the highest, award-winning levels.

Darrell Long is the award-winning Service Director of the Company. He oversees and manages all employees of the Company's service department including all service managers, service advisors, warranty administrators, technicians and porters. He also dispatches all service work to the Company's technicians. Darrell is also the principal liaison between Company, Ford and the Company's service customers. Darrell is also one of the designated account manager's for the City of Yorkville under this Contract. Darrell has over 44 years of experience at several Ford auto and truck dealerships as a Ford technician, service advisor, parts manager, service manager and service director. Darrell has worked as an award-winning service manager and service director at the Company for 4 years. Darrell has also attained the 25 certifications from Ford that are detailed in item 2 above.

Item 3 Staffing (cont'd)

Sheri Schwingle and Roel Ybarra are award-winning service managers at the Company. They will handle all of the vehicle repair and maintenance requests of the City personnel under the Contract.

Sheri Schwingle has over 30 years of experience at several auto dealerships as a service advisor, warranty administrator and service manager. Sheri has worked as an award-winning service manager at the Company for the last 9 years. Sheri has also attained the 11 certifications from Ford that are detailed in Item 2 above. Roel Ybarra is a Naval Lieutenant Commander with over 34 years of active and reserve duty in the US Navy. Roel also has over 24 years of experience at several auto dealerships as a service consultant and service manager. Roel has worked as an award-winning service manager at the Company for 1 year. Roel has also attained the 4 certifications from Ford that are detailed in Item 2 above.

Arthur Wynn, Andrew Bormet, Joshua Teusink, Donald Pitkins, Erik Hegland and Steve Oleksy are the award-winning technicians of the Company that will perform the maintenance and repair service on the City's vehicles under this Contract. Arthur Wynn has over 25 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Arthur has been an award-winning Ford auto and heavy duty truck technician at the Company for 15 years. Arthur has also attained the 16 certifications from Ford that are detailed in Item 2 above. Andrew Bormet has over 18 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Andrew has been and award-winning Ford auto and heavy duty truck technician at the Company for 9 years. Andrew has also attained the 19 certifications for Ford that are detailed in Item 2 above. Joshua Teusink has over 20 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Joshua has been an award-winning Ford auto and heavy duty truck technician at the Company for 5 years. Joshua has also attained the 13 certifications from Ford that are detailed in Item 2 above. Donald Pitkins has over 40 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Donald has been an award-winning Ford auto and heavy duty truck technician at the Company for 30 years. Donald has also attained the 13 certifications from Ford that are detailed in Item 2 above. Erik Hegland has over 13 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Erik has been an award-winning Ford auto and heavy duty truck technician at the Company for 7 years. Erik has also attained the 14 certifications from Ford that are detailed in Item 2 above. Finally, Steve Oleksy has over 2 years of experience as an award-winning Ford auto and heavy duty truck technician at the Company. Steve has also attained the 34 certifications from Ford that are detailed in Item 2 above.

Brian Palmgren and Jack Gruskovak are the award-winning Parts Manager and Assistant Parts Manager, respectively, for the Company. Brian and Jack are responsible for providing the parts and supplies to the Technicians of the Company who are performing the maintenance and repair services to the City's vehicles under this Contract. Brian Palmgren, the Parts Director of the Company has over 43 years of experience at several Ford auto and truck dealerships as a parts counterperson, parts manager

Item 3 Staffing (cont'd)

and parts director. Brian has been an award-winning Ford parts manager and parts director at the Company for 19 years. Brian has also attained the 8 certifications from Ford that are detailed in Item 2 above. Jack Gruskovak, the Assistant Parts Manger at the Company, has over 43 years experience at several auto and truck dealerships as a service advisor, parts counterperson and part manager. Jack has been an award-winning Ford service advisor, parts counterperson and assistant parts manager at the Company for 16 years. Jack has also attained the 3 certifications from Ford that are detailed in Item 2 above.

4. Proposal Submittal Forms – Bidder Certifications

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

BIDDER CERTIFICATIONS

The undersigned Bidder;

- A. Certifies that it is not barred from contracting or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with current applicable regulations of the Americans with Disabilities Act; and
- F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

Giovik Ford, Inc.
Business Name GIOVIK FORD, INC /
Scott J. Giovik / Todd O'Reilly
Printed Name of Bidder
Todd O'Reilly Gen Manager - 3-17-21
Signature of Authorized Representative Date

5. Proposal Submittal Forms – Management Information Sheet

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

MANAGEMENT INFORMATION

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Illinois, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract. Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

Gjovik Ford Inc
 Business Name

12950 E US Route 34 Plano IL 60545
 Address City, State, Zip Code

Darrell Long 630 925-7602
 Contact Person Telephone Number

QUESTIONNAIRE:

Number of years company has been in the business of vehicle maintenance and repairs services:	31 SINCE MAY 5 TH 1990
Number of repair employees:	10
Hours of operation:	M-F 7:30-6
Have you included copies of ASE Certified Master Mechanic certificates for your technicians?	Ford Motor Company certified
Proximity to United City of Yorkville City Hall (800 Game Farm Road)	3.6 miles
Has your shop ever been a subject of Better Business Bureau action?	NO
How many bays are available for vehicles?	17

3/26/21

6. Proposal Submittal Forms – Price Proposal

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

PRICE PROPOSAL

UNIT PRICE: Unit price should be numeric. Unit price left blank will be deemed "no bid" and a price of \$0 will be deemed "included at no charge."

GROUP #1 - CARS AND TRUCKS UP TO 1½ TON		
Preventive Maintenance per Section 3.1		
A	Indicate the actual Posted Shop Labor Rate	\$ 135.00
B	Percentage Discount from the Posted Shop Labor Rate	56.5 %
C	Discounted Hourly Shop Labor Rate	\$ 58.75
AND		
	Percentage Discount off the O.E.M. / MSRP List for parts	26% or cost plus 140% if less %
FLAT RATE SERVICES		
No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$ 49.00
E	Alignment of Front and Single Rear Axle (complete)	\$ 89.00
F	Oil Change <i>semi synthetic</i> (Up to 5 quarts of Oil and Oil Filter)	\$ 21.95
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 49.95

GROUP #2 - TRUCKS OVER 1½ TON		
Preventive Maintenance per Section 3.1		
A	Indicate the actual Posted Shop Labor Rate	\$ 135.00
B	Percentage Discount from the Posted Shop Labor Rate	40 %
C	Discounted Hourly Shop Labor Rate	\$ 81.00

AND		
Percentage Discount off the O.E.M. / MSRP List for parts	26% or cost plus % 14% if less	
FLAT RATE SERVICES		
No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$ 69.00
E	Alignment of Front and Single Rear Axle (complete)	\$ 69
F	Oil Change <i>semi synthetic, 2</i> (Up to 5 quarts of Oil and Oil Filter)	\$ 21.95
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 49.95

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

Gjovik Ford Inc.
 Business Name

Scott J. Gjovik / Todd O'Reilly
 Printed Name of Bidder

Todd O'Reilly Gen Manager 3-17-21
 Signature of Authorized Representative Date

6. Proposal Submittal Forms – Detail Exception Sheet

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for the rejection of the proposal. It is not our intention to prohibit any potential Bidder from contracting by virtue of the specifications, but to describe the material(s) and service(s) actually required.

the City reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

parts discount excludes remanufactured engine and
transmission assemblies

NO SATURDAY SERVICE HOURS

8. Proposal Submittal Forms - References

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Kendall County Sheriff's Office
Business Name

1102 Cornell Lane Yorkville IL 60560
Address City, State, Zip Code

Andy Peters 630-553-7500 Ext 1136
Contact Person Telephone Number

Aug 2017 to present Fleet maintenance/warranty repairs
Dates of Service Nature of Work

Reference No. 2

Little Rock Fox Fire Protection
Business Name

300 Mitchell Dr. Plano IL 60545
Address City, State, Zip Code

Dave Jordan 630-669-4984
Contact Person Telephone Number

MARCH 2005 TO PRESENT Fleet maintenance/warranty repairs
Dates of Service Nature of Work

Reference No. 3

Domo Distributors Inc.
Business Name

5429 W Roosevelt Rd. Cicero IL 60804
Address City, State, Zip Code

Kevin Holmes 708-780-0777
Contact Person Telephone Number

June 2018 to present Fleet maintenance/repair
Dates of Service Nature of Work

9. Proposal Submittal Forms - Contract

Bid of
Gjovik Ford, Inc
March 25, 2021

Vehicle Maintenance
Services
City of Yorkville

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that the submission of a proposal means that the Bidder has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. Examination of Proposal Forms, Specifications, and Site

The Bidder shall carefully examine the proposal forms which may include the invitation to the proposal, instruction to Bidders, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The Bidder shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the Bidder will be obligated to operate. Failure of the Bidder to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the Bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

2. Scope of Work

The Bidder shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies and site safety.

3. Interpretation of Proposal Documents

Questions regarding proposal documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us by the date listed in the legal notice and cover page. Any interpretations of the Contract Documents will be made only by addendum and posted on the Demandstar portal. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

4. Completeness

All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Bidder's submittal shall include the completed Proposal Sheet found in the contract documents. The City will strictly hold the Bidder to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Bidder.

5. Error in Proposals

When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the Bidder is not relieved from errors in proposal preparation. Erasures in proposals must be explained over the signature of the Bidder.

6. Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the Bidder cannot withdraw or cancel his proposal for a period of forty-five (45) calendar days, or such longer time as stated in the proposal documents.

7. Bidder's Qualifications

No award will be made to any Bidder who cannot satisfy the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City all information and data the City may request for the purpose of investigation.

8. Work Restrictions

The Bidder shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the City.

Requests for exceptions due to extenuating circumstances must be made in writing to the City within 48 hours of the occurrence. The City's decision on extenuating circumstances will be final.

9. Price

Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the Bidder with its tax exemption number.

Cash discounts will not be considered in determining the overall price but may be used in an overall evaluation.

10. Consideration of Proposal

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The Bidder, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

11. Award or Rejection

The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

12. Execution of Contract

The Bidder shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Bidders, including

the specifications, will constitute part of the legal contract between the United City of Yorkville and the Bidder.

13. Termination of Contract

The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Bidder, in the event that sufficient funds to complete the Contract are not appropriated by the City Council or in the event of default by the Bidder. Default is defined as the failure of the Bidder to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

The Bidder shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

14. Compliance with All Laws

All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.

15. Contract Alterations

No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.

16. Nonassignability

The Bidder shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Bidder from his obligations or change the terms of the contract.

17. Execution of Documents

The Bidder, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

- Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority.
- Proposals received from any listed Bidder in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed Bidder shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the City may, but is not required to, consider such proposals, quotations, or offers.

18. Default

The City may terminate a contract by written notice of default to the Bidder if:

- fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- fails to make progress so as to endanger performance of the contract, or
- fails to perform work outlined in the contract within a reasonable amount of time.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Bidder shall be liable to the City for any excess costs for similar supplies and services unless the Bidder provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

19. Inspection

The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Bidder at no

cost to the City.

20. Permits and Licenses

The Bidder and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.

21. Notification of Work

Upon receiving the notice to proceed from the City or its designee, the Bidder shall notify the City or its designee 48 hours prior to commencement of work.

22. Payment

Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents. Invoices shall be paid by the City pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

23. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the City before the final payment on the contract is issued.

24. Insurance

- (A) The Bidder shall furnish to the City satisfactory proof of coverage of the insurance requirements stated in the Special Conditions, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the City. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the City. In addition, said certificates shall list the City and its officers, agents, and employees as additional insureds on all required insurance policies except the policy for professional liability.
- (B) If the Bidder shall require subcontractors, if any, not protected under the Bidder's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Bidder.

25. Indemnification

The Bidder shall indemnify, defend and save harmless the City, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including

attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said Bidder, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officers, agents, employees, representatives, and their assigns shall have the right to defense counsel of their choice. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

26. General Guarantee

Neither the final certificate of payment nor any provision in the Bidder Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Bidder of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Bidder shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Bidder shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

27. Waiver of Lien

Where applicable a waiver of lien and Bidder's affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

28. Other Entity Use

Although this solicitation is specific to the City, Bidders have the option of allowing this offer, if awarded by the City to the Bidder, to be available to other government agencies within the Kane, Will and Kendall Counties. If the successful Bidder and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

SPECIAL CONDITIONS

The City's fleet consists of approximately 50 cars and trucks that would be covered under this maintenance agreement. The goal of the United City of Yorkville is to ensure their safe operation by having an effective preventative maintenance program, including for general repairs. Vehicle & equipment repairs, modification, preventive maintenance inspections and/or other work under this contract shall be performed at the Bidder's site.

The City has established minimum specifications, which include special and specific vehicle maintenance requirements to assure the safe operation of the city's fleet vehicles. The Bidder shall provide industry certified mechanics, shop(s), service trucks, mechanic's tools, lifts, and any waste disposal for vehicle fluids and/or materials, as well as any vehicle fluid spill clean-up as needed for all work performed at the shop. The Bidder shall furnish all necessary supervision, labor, tools and parts and supplies necessary to provide the service for the City's fleet in accordance with Manufacturer's recommendations in order to maintain factory warranties and any extended warranties.

These services will continue on each City vehicle covered by this contract until it is disposed of by the City. The City may add vehicles or remove vehicles from its list during the term of this agreement at the discretion of the City. Any vehicles added to the contract shall be offered the same bid prices as in the original bid.

1. Term

The initial contract term shall be for one (1) year. This contract will commence on May 1, 2021. The contract shall be contingent upon the completion and submittal of all required documents. This contract shall remain in effect until the completion of services, provided that the services rendered by the Bidder during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. However, in the event funding is not appropriated on an annual basis during any particular year within the contract period, the contract may be canceled upon thirty (30) days written notice to the Bidder. In such an event, the City shall only be responsible for the reasonable value of services performed prior to the effective date of termination.

2. Options to Renew

Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional two (2) one-year renewals.

Prior to completion of each exercised contract term, the City may consider an adjustment to the price based on the Consumer Price Index (CPI) and shall not exceed five percent (5%). It is the Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised

option period, the Bidder's request for adjustment should be submitted 60 days prior to expiration of the then current contract term. The Bidder adjustment request should not be in excess of the relevant pricing index change. If adjustment request is not received from the Bidder, the City will assume the Bidder has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the Bidder and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Should the Bidder decline the City's right to exercise the option period, the City may consider the Bidder in default which may affect the Bidder's eligibility for future contracts.

3. Method of Award

Award of this contract will be made to the lowest responsive, responsible Bidder. If a Bidder fails to submit an offer for all items within the group, its offer for that specific group will be rejected. Failure to perform as noted may result in the Bidder being deemed in breach of contract. The City may terminate the contract for default. The geographic allocation of the proposer's facility will be taken into consideration during the evaluation process.

4. Minimum Requirements

The awarded Bidder must meet the following minimum requirements.

- Must be ASE certified in medium / light duty truck repair and automobiles.
- Have a fully equipped and well-established company as required in this solicitation and which may be verified by on-site inspection within six (6) miles of the City limits.
- Bidder must be able to show a minimum of five (5) years of experience in Fleet Maintenance Repair,
- Facility must provide security in the form of a fenced lot, or inside of a secure building, for no less than four (4) standard sized vehicles simultaneously.
- Must provide at least 3 public or private sector clients' references of clients which

the bidder has provided similar services listed within this bid.

- The Bidder (s) is required to have the capabilities to perform routine, scheduled, unscheduled, and any major component overhaul, rebuilding, repairing and replacement capabilities.
- Bidder shall perform drug test screening on all employees and provide pass/fail results to the City, upon request.
- The Bidder must be open at a minimum of Monday through Friday from 8am – 4pm with preference given for facilities that also have weekend hours.
- Successful bidder must agree to give preference to Yorkville Police Department vehicles for repairs with a diagnosis and estimate within 24 hours. Repairs must follow as soon as authorization is granted, and parts arrive. No repairs are allowed without prior authorization.
- The Bidder must have a minimum of four (4) full time certified technicians on staff with a minimum of two on duty at all times during normal business hours.
- The Bidder must have at minimum one technician that is certified in transmission repairs.
- The Bidder must remain open all year, no allowance for vacation closure.
- The Bidder must provide timely transportation services for pickup or drop off of vehicles for repair.
- The Bidder will be given preference if they are able to provide free towing services for all City Vehicles within a 10-mile radius of the City limits.

5. Price

If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract.

6. Delivery

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

7. Insurance

Comprehensive General Liability with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Operation
- Independent Bidders
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Contract, including

- any holdharmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers' Non-Ownership.

Before starting the Work, the Bidder will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Bidder agrees that if any part of the Work under the Contract is sublet, they will require the subcontractor(s) to carry insurance as required, and that they will require the subcontractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

A. Cancellation and Re-Insurance:

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Bidder shall be responsible for securing other acceptable insurance for the coverage specified in this section in order to maintain coverage during the life of this Contract. All deductibles must be declared by the Bidder and must be approved by the City. At the option of the City, either the Bidder shall eliminate or reduce such deductible or the Bidder shall procure a Bond, in a form satisfactory to the City, covering the same.

B. Garage Liability coverage

For Garage Operations with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

Garage keeper's Legal Liability with minimum limits of not less than One Million Dollars

(\$1,000,000) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or shall be at least three times the required per occurrence limit.

8. Monthly Invoices Payments

Cut-off date is the close of the last business day of the month. Bidder shall submit by the 10th day of the following month Bidder's completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, Bidder shall submit his application on the next workday.

Bidder is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Statement of Services for that month's billing cycle. A late Statement of Services with a recommendation for payment will be paid in the next month's billing cycle.

9. Warranty

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Bidder, the Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within 1 calendar day after the City notifies the Bidder of such deficiency in writing. If the Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Bidder, in writing, that the Bidder may be debarred as a City Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within 1 calendar day of receipt of the notice. If the Bidder fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another Bidder and charge the Bidder for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

10. Deficiencies In Work To Be Corrected By The Bidder (Not Under Warranty)

The Bidder shall promptly correct any and all apparent or latent deficiencies and/or

defects in work and/or any work that fails to conform to the contract documents; regardless of the fabrication, installation or completion status of the overall task. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the City's project administrator, who may confirm all such verbal reports in writing. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified, the City may at its discretion, notify the Bidder in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within five (5) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the City shall place the Bidder on default, obtain the services of another Bidder to correct the deficiencies, and charge the incumbent Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing. If the Bidder fails to honor this invoice or credit memo, the City may terminate the contract for default.

A. Delay Penalties:

Should the Bidder fail to make repairs within (5) working days (excluding Saturday, Sunday and Federal Holidays) from the date of the agreement to repair; or fail to supply parts needed to the City or other mutually agreed on repair facility within (5) working days from the date of order; then a delay charge of \$200.00 per day (excluding Saturday, Sunday and Holidays) for each (8) hour day delay or part thereof, exclusive of Saturdays, Sundays and Holidays, shall be charged to the Guaranteed Maximum Cost of Repairs.

11. Labor, Materials, And Equipment Shall Be Supplied By The Bidder

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose of the warranty. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

12. Labor And Material Charges

The Bidder shall provide the City with labor and materials in strict accordance with all solicitation requirements on an as needed, when needed basis. Accordingly, the Bidder shall indicate the cost of this labor and materials on the submittal form included within this solicitation. The Bidder shall not offer an overtime hourly labor rate that exceeds 1 1/2 times the value of the regular hourly labor rate. If non-compliance in either regard is evident either from the offer itself or from subsequent evaluation proceedings, the offer shall be considered non-responsive and ineligible for award. No parts, accessories, or supplies shall be used which might void the vehicle manufacturer's warranty.

13. Materials Shall Be New And Warranted Against Defects

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the Bidder at the Bidder's expense and the contract cancelled or (2) the City may require the Bidder to replace the materials at the Bidder's expense.

14. Purchase Of Other Items Not Listed Within This Solicitation Based On Price Quotes:

While the City has listed all major items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary Bidder to obtain a price quote for the similar items. If there are multiple Bidders on the contract, the City representative may also obtain price quotes from these Bidders. The City reserves the right to award these similar items to the primary contract Bidder, another contract Bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

15. Work Acceptance

This project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

16. Drug And Alcohol Testing

The Bidder's employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol on the Work sites. Any Bidder employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under the Contract. Any Bidder or Bidder employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article must not relieve the Bidder of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

1. Scope of Services

Preventative Maintenance (PM) - Scheduled inspection of the vehicle based on either time or mileage. PM's are scheduled for either 3 months or 3,000 miles, whichever comes first. Select vehicles due to their unique service are performed more frequently. A Preventative Maintenance consists of a visual inspection of the vehicle for damage or missing parts, functional testing of components, lubrication, tire rotation, and servicing as needed. The following should be performed:

Component	Action *reflects additional charge over PM rate
Visual inspect vehicle for damage or missing parts	Advise accordingly
Verify function of dashboard warning indicators during prove out (key in crank mode) advise if any warning indicators are continuously on. Record idle miles for Police units	Advise accordingly
Check horn & lights for operation.	*Repair as needed
Tires - Inspect for unusual wear or thread at or below 4/32nd of an inch	*Replace as needed.
Rotate tires (if spare is new, rotate into service) and inflate to manufacturers recommendations	Part of PM
Parking and service brake	Inspect for proper operation and advise accordingly.
Inspect coolant, brake, power steering, transmission, rear axle, and washer fluid.	Top off fluids and advise of any concerns. *Any Level 3 leak, fluid leaking on the ground must be repaired.
Engine oil	Check oil level and condition prior to changing it. Advise of any concerns. Next change oil and filter. Fill to top of full line on dipstick
Check and Adjust Drive Belts	Advise accordingly
Inspect wiper blade and washer pump	*Replace as needed.
Air Filter	*Replace as needed

Battery terminals	Service (part of PM)
Transmission fluid and fuel filter	*Replace at 30,000 mile intervals
Check Engine Cooling System, Hoses And Clamps	*Replace as needed.
Check Exhaust System	Advise accordingly
Check Air Condition System, Freon Level	Advise accordingly

B. TECHNICAL REQUIREMENTS

Replacement Parts – Replacement parts should be New Original Equipment unless noted otherwise or agreed upon for a specific repair or authorized by the City representative. Where an O.E. has multiple lines, the premium line should be used (Example: Motorcraft use Super Duty, AC Delco use OE Service).

Exceptions

1. Motor Oil must be of premium grade and meet Ford Motor Company’s specifications for 5W-20 or 5W-30 Synthetic Blend for gasoline engines and 15W 40 Super Duty for diesel engines. Going forward, manufacturers may switch to a full synthetic. Provision for price adjustments will be noted below.
2. Brakes on Ford Motor Company vehicles should be Motorcraft Super Duty when available or Motorcraft. For marked patrol units use Ford Original Equipment pads, not Motorcraft.
3. Transmission / Rear Axle Fluid / Refrigerant / Brake Fluid – Must be of high quality and meet O.E. manufacturer’s specifications.
4. Wiper Blades – High quality refill (Anco or Trico is acceptable), for GM AC Delco Advantage line is preferred.
5. Misc. supplies – hose clamps, wire connectors, etc. must be of high quality.

Minimum Requirements: Technicians must be certified by either the respective vehicle manufacturer or ASE certified for the repairs being performed.

Bidder must have an ASE Certified Master Mechanic, on staff, for automobile and light trucks, mechanics shall have the following ASE certifications:

- A1 Engine Repair

- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train & Axles
- A4 Suspension & Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

Bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

All employees of the Bidder shall be considered to be at all times the sole employees of the Bidder, under the Bidder's sole direction, and not an employee or agent of the City of Sunny Isles Beach.

Tires – The City purchases Goodyear tires using the State of Illinois Contract and pricing. The facility shall provide tires accordingly, as needed. The city will pay for the mounting, balance, tire valves, and disposal of old tires upon usage at State of Illinois rate. The city will not be responsible for any other fees or charges.

Shop Equipment – The facility shall have sufficient high-quality tools and equipment to service late model vehicles (brake lathe, tire changer, tire balancer, alignment, tire pressure monitor tools, and OBDII diagnostic equipment).

Repairs - Before providing repair work, cost estimates shall be provided to Fleet Management detailing parts and labor required for the repair. No additional repairs will be allowed unless first authorized by Fleet Management.

- If a cost estimate for repair appears unreasonable in view of prior cost experience and other prevailing estimates, the City reserves the right to obtain services from another source.
- In no case shall the charge for labor exceed the bid price per hour times the numbers of hours quoted at such time repairs were performed.

2. Hours Of Operation

Bidder shall at a minimum, provide for the operation of the facility six (6) days per week, from 7:30 a.m. to 5:00 p.m. Monday through Friday, 7:30a.m to 12:00 p.m. Saturday except for any federal holidays.

3. Protection

- A. The Bidder shall be solely responsible for City vehicles and equipment while in their possession for maintenance and/or repairs.

- B. Vehicles left at Bidder's facility during non-business hours to complete service must be stored in a secure area.
- C. The Bidder must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970 (OSHA), and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

4. Estimates

Bidder shall provide written "not to exceed" estimates on any repair. The estimate will include the estimated number of hours, hourly rate, estimated material cost and completion date. It will be the Bidder's responsibility to ensure they have all the equipment and materials to provide accurate estimates. No work shall be performed by the Bidder before authorization is provided by the City Representative.

5. Hourly Rate

The hourly rates quoted shall include full compensation for labor, equipment use, and any other cost to the Bidder.

6. Quality Of Parts To Be Furnished

Parts furnished to the City shall meet or exceed the quality of the parts furnished originally for the equipment (OEM). However, if the original manufacturer has updated the quality of the parts for current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and / or return of said item. The burden of proof and cost of analysis will be the Bidder's. There will be no reboxing of parts.

Rebuilt / remanufactured parts will have been dismantled and reconstructed as necessary: all internal and external parts cleaned and made free from rust and corrosion; all impaired, defective, or substantially worked parts restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts; all missing parts replaced with new, rebuilt, or unimpaired used parts; and such other operations performed as are necessary to put the product in sound working condition. Rebuilt or used parts must conform to the manufacturer's reconditioning tolerances.

Costs for lubricants, grease, and other similar materials used to maintain or repair city fleet vehicles shall be included in the parts cost incurred by the Bidder and ultimately to be part of the targeted operating budget costs in accordance with the provisions of this agreement.

7. Performance Standards

The Bidder needs to be fully aware of the fact that City departments that rely on vehicles to perform their functions operate in a highly competitive environment and time for maintenance and repair work is of the essence. With this in mind, the Bidder will meet the performance standards noted below during the term of this agreement.

The Bidder will be expected to maintain these performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contactors' control will not relieve the Bidder of meeting these standards.

8. Vehicle Turnaround Time Standards

The following percentages of all maintenance and repair work must be completed within 24 hours of the vehicle's delivery to the garage or within 24 hours of notification of maintenance requirements (excluding weekends and non-working holidays):

General Fleet Vehicles	85% of the time
One-Ton or Smaller Vehicles	80% of the time
Larger than One-Ton Vehicles & other specialty equipment)	75% of the time (Includes Construction Equipment

No more than 5% of all vehicles will be out of services for maintenance or repair for more than 48 hours per trip to the garage with the following exceptions:

- Accident or Vandalism Repair: If the cost of repair is less than \$2,000, the repair must be completed within ten (10) calendar days of the damage notification. If the cost of repair is \$2,000 or greater, the repair must be accomplished within twenty (20) calendar days from the date of damage notification.
- Vehicles awaiting repair authorization from the City: In cases where the Bidder is awaiting repair authorization from the City to proceed with a given repair, the period from which turnaround time is measured will begin with the City's authorization to process with the repair.
- Major component overhauls or replacements: Major component overhauls or replacements within the first four (4) months of the initial contract year will require written authorization from the City. The amount of time allowed for these repairs will be decided by the City as a function of the need for the vehicle and the nature of the repair.
- Vehicles Exempted by the City: In instances where the City decides that it would

be in the City's best interest to temporarily waive vehicles turnaround performance standards for all or selected vehicles, the City will provide the Bidder written notification of this decision including specification of the time period for which these standards will be relaxed.

The Bidder is responsible for notifying the representative of user departments by telephone, email or in person when any vehicle will be out-of-service for maintenance or repair for more than 24 hours.

9. Rework

All re-work must be performed within 24 hours after City notification of corrective action.

10. Ad Hoc Reports

The Bidder may be required to assist in the generation of any ad hoc reports as the City or any of its user departments may request. In addition, some users may require copies of repair orders when vehicles are picked up to document costs incurred that are eligible for Federal reimbursement. All such requires must go through the City Representative.

CONTRACT

This **CONTRACT** ("Contract") made and entered into this 13th day of April 2021, by and between the United City of Yorkville, Kendall City, an Illinois Municipal Corporation, hereinafter referred to as the "City" and GTOVIK FORD INC., hereinafter referred to as the "Bidder" and its successors.

WITNESSETH:

WHEREAS, the City has solicited proposals for all labor and materials necessary to complete the work specified in the Request for Proposals for the Landscape Maintenance Services for the Fleet Maintenance Services.

WHEREAS, the City has found that the Bidder is the lowest responsible Bidder for said work and has awarded the Bidder this contract for said work; and

WHEREAS, the entire proposal packet together with all exhibits, terms, and conditions to become a part of this contract unless otherwise specified all of which are made a part hereof and herein called the "Contract Documents". The City assumes that submission of a proposal means that the person submitting the proposal has familiarized themselves with all conditions and intends to comply with them unless noted otherwise.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Bidder agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the work in accordance with the specifications, conditions, and prices stated in the proposal packet.
2. The City will pay the Bidder in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE:

By: [Signature]
Mayor

CONTRACTOR/ BIDDER

GTOVIK FORD, INC
By: [Signature]
Signature

SCOTT J GTOVIK PRES
Print Name and Title

Attest:

[Signature]
City Clerk

Witness:

[Signature]
Witness



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input checked="" 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 2024-78

Agenda Item Summary Memo

Title: Timber Ridge Estates – Grace Community Church Water Main Easements

Meeting and Date: Public Works Committee – September 17, 2024

Synopsis: Please see the attached.

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: August 30, 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.

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AUTHORIZING THE ACQUISITION OF CERTAIN EASEMENTS FOR THE EXTENSION OF A WATER MAIN

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non-home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, Rally Homes, LLC, an Illinois limited liability company (the “Developer”), submitted a proposal to the City to construct eighty-three (83) single family homes (the “Development”) on fifty acres located at Van Emmon Road and Timber Oak Lane (the “Subject Property”); and

WHEREAS, as a part of the Developer’s proposal, the Developer agreed to be responsible for all costs incurred for engineering, acquisition of the temporary and permanent easements and construction for the extension of water services to the Subject Property; and

WHEREAS, on January 25, 2022, the City and the Developer entered into a Development Agreement which provided, among other things, for the construction of the extension of the water main (the “Water Main Extension”) to the Subject Property, which Development Agreement was amended on September 10, 2024, to require the Developer to acquire the necessary easements from the adjoining property owners as required to construct the Water Main Extension; and

WHEREAS, Grace Community Church of Yorkville, one of the adjoining property owners is prepared to convey to the City a temporary construction easement and a permanent easement (collectively the “Easements”), in the forms attached hereto, on the condition that the City requires the Developer to restore its property required for the Water Main Extension to its condition prior to such construction and that the City agrees to provide one water connection to the Grace Community Church of Yorkville at no cost; and

WHEREAS, the Developer, Grace Community Church and the City believe it to be in the best interest of the City to accept the Easements and to grant Grace Community Church of Yorkville one free connection to the City’s water service all as hereto provided.

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

Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

Section 2. The following Easements, as attached hereto, are hereby accepted:

1. Permanent Easement dated August 13, 2024, from Grace Community Church of Yorkville, as Grantor, said easement being located within Parcel No. 05-04-103-004.
2. Temporary Construction Easement dated August 13, 2024, from Grace Community Church of Yorkville, as Grantor, said easement being located within Parcel No. 05-04-103-004.

Section 3. The City Council hereby authorizes, for a term of twenty (20) years from the date of the approval of this Ordinance, one (1) free residential water connection or one (1) free non-residential water connection for up to two (2) inches to the City’s water service to serve the property owned by Grace Community Church of Yorkville and identified by Parcel No. 05-04-103-004.

Section 4. This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

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

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

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

MAYOR

Attest:

CITY CLERK

PERMANENT EASEMENT

Grace Community Church of Yorkville, an Illinois not-for-profit corporation (the "Grantor"), for and in consideration of \$5,000.00 Five Thousand Dollars and no cents), 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 13th day of August, 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 13th day of August, 2024.

By: 
Signature

Vernon L. Fortina
Printed Name

By: 
Signature

Ted Schneller
Printed Name

Owner Grace Community Church of Yorkville (formerly The Yorkville Baptist Church)
Address 1108 Mill Street
Yorkville, Illinois 60560

County Kendall
P.I.N. Nos. 05-04-103-004

TEMPORARY CONSTRUCTION EASEMENT

Grace Community Church of Yorkville, an Illinois not-for-profit corporation (the "Grantor"), for and in consideration of \$5,000.00 (Five thousand dollars and no cents), receipt of which is hereby acknowledged 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 water main and appurtenances thereto (the "Project"), on, over, and through the real estate legally described on Exhibit A attached hereto (the "Easement Site").

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. The surface of the Easement Site shall be restored at grade at its current grade within a reasonable time allowing for settling after completion of Grantee's Utility Extension.

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. Rally Homes ("Developer"), or Developer's Subcontractor shall provide a Certificate of Insurance naming the Church as a party insured

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 water main. 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.

The Developer shall hold Grantor and its Officers and Church Representatives harmless from any claim or action made as a result of work performed on behalf of Grantee or Its Agents on the Easement Site.

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 13th day of August, 2024.

By: 
Signature
Vernon L. Fatima
Printed Name

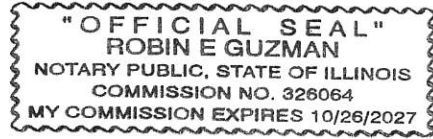
By: [Signature]
Signature
Ted Schneller
Printed Name

State of Illinois)
) ss
County of Kendall)

I, Robin E. Guzman, a Notary Public in and for the County and State aforesaid, do hereby certify that Vernon L. Fatima, 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 13th day of August, 2024.

[Signature]
Notary Public



State of Illinois)
) ss
County of Kendall)

I, Robin E. Guzman, a Notary Public in and for the County and State aforesaid, do hereby certify that Ted Schneller, 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 13th day of August, 2024.

[Signature]
Notary Public



This instrument was prepared by:

“”
“”

After recording, return to:

United City of Yorkville
651 Prairie Pointe
Yorkville, Illinois 60560

Owner Grace Community Church of Yorkville (formerly Yorkville Baptist Church)
Address 1108 Mill Street
 Yorkville, Illinois 60560

County Kendall
P.I.N. Nos. 05-04-103-004

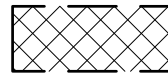
EASEMENT EXHIBIT

MILL STREET

LEGEND

(XXX.XX)

RECORD DIMENSION



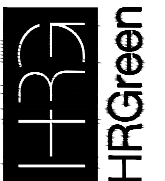
DENOTES CITY UTILITY EASEMENT HEREBY GRANTED

WATERMAIN EASEMENT LEGAL DESCRIPTION

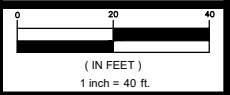
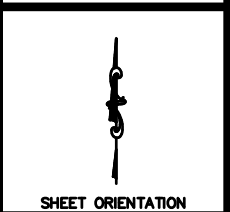
A 15 FOOT WIDE EASEMENT OVER PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED AS PARCEL 2 IN WARRANTY DEED, RECORDED DECEMBER 21, 1990 AS DOCUMENT 908023; THENCE SOUTH 15 DEGREES 50 MINUTES 44 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID PARCEL 2, 381.61 FEET TO A POINT 27.50 FEET NORTHEASTERLY, AS MEASURED PERPENDICULARLY, OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 126, PER DEDICATION OF RIGHT-OF-WAY RECORDED MARCH 31, 1936 IN BOOK 87 OF DEEDS, PAGE 263 FOR THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 59 DEGREES 49 MINUTES 48 SECONDS WEST, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE, ALONG SAID CENTERLINE, 307.75 FEET TO A BEND POINT IN SAID CENTERLINE; THENCE SOUTH 75 DEGREES 10 MINUTES 12 SECONDS WEST, ALONG SAID CENTERLINE, 10.12 FEET TO A BEND POINT IN SAID CENTERLINE; THENCE SOUTH 30 DEGREES 10 MINUTES 12 SECONDS WEST, ALONG SAID CENTERLINE AND PERPENDICULAR TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE POINT OF TERMINUS OF SAID CENTERLINE, SAID POINT OF TERMINUS BEING NORTH 59 DEGREES 49 MINUTES 48 SECONDS WEST, 321.93 FEET OF SAID EASTERLY LINE, AS MEASURED ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE.

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

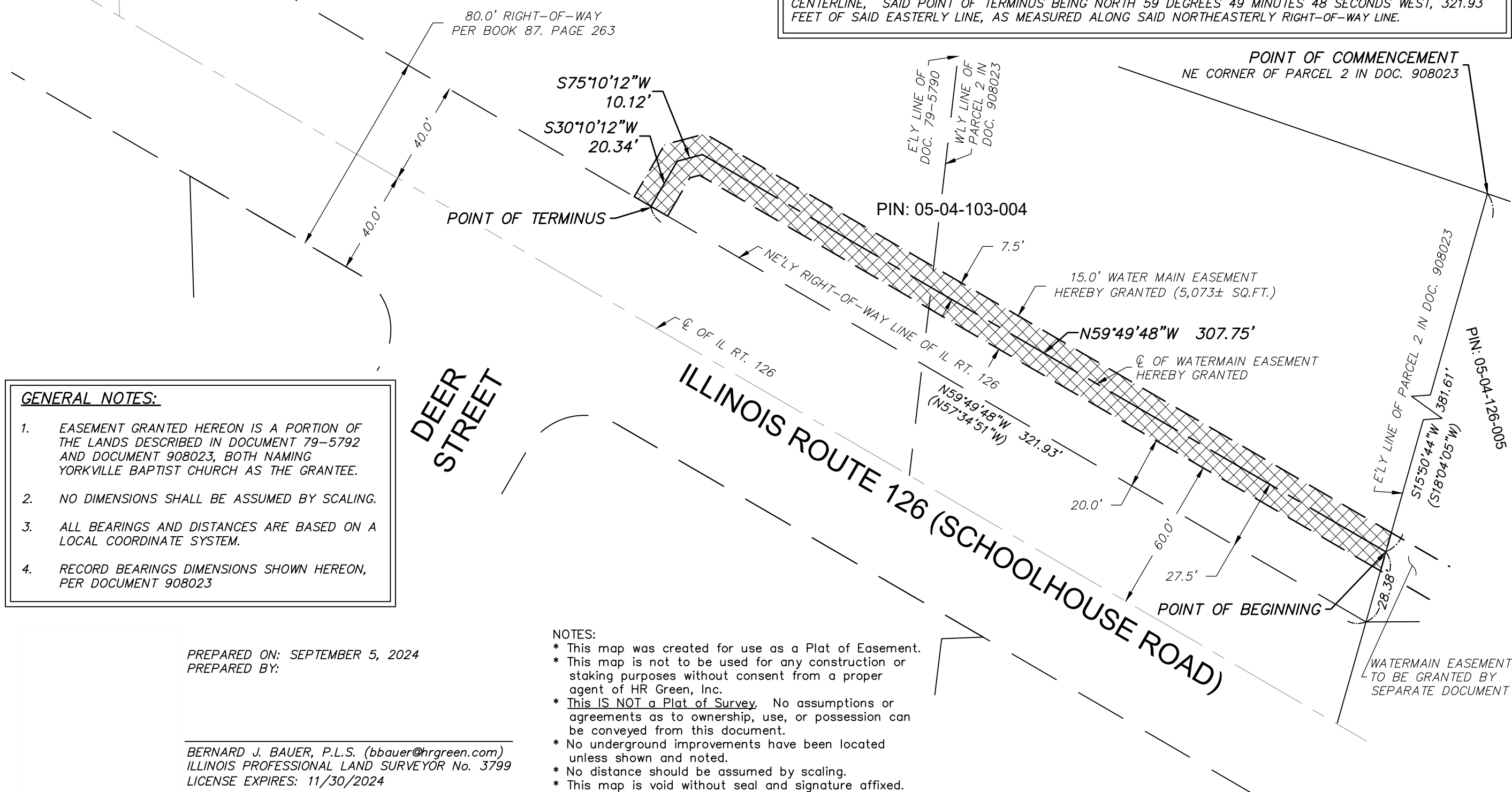
2363 Sequoia Drive, Suite 101,
 Aurora, Illinois 60506
 t. 630.553.7560 f. 630.553.7646
 www.hrgreen.com
 Illinois Professional Design Firm # 164-001322



PLAT OF EASEMENT
 OF
 PART OF 1108 MILL STREET
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS



HORIZ. SCALE: 1" = 40'	DATE: 09/05/2024
VERT. SCALE: N/A	SUBMITTAL: RBM
DWN. BY: B.B	CHK. BY: RBM
PROJECT NO. 211034.01	
SHEET NO. 1 OF 1	



GENERAL NOTES:

- EASEMENT GRANTED HEREON IS A PORTION OF THE LANDS DESCRIBED IN DOCUMENT 79-5792 AND DOCUMENT 908023, BOTH NAMING YORKVILLE BAPTIST CHURCH 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 908023

PREPARED ON: SEPTEMBER 5, 2024
 PREPARED BY:

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
 ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
 LICENSE EXPIRES: 11/30/2024

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.

Plotted: B:\bbaue, Plotted: Sep 05, 2024 - 9:45am
 Xrefs: 211034.01-ROW.dwg; 211034.04-KC-DEGN.dwg
 Comp. File: \\hrgreen.com\HRG\DATA\2021\211034\211034.01-POE-REV.dwg; Layout: Tab:Emt_Layout_1.dwg;



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

Agenda Item Number

New Business #7

Tracking Number

PW 2024-79

Agenda Item Summary Memo

Title: Countryside Parkway and Center Parkway Discussion

Meeting and Date: Public Works Committee – September 17, 2024

Synopsis: Discussion / General Direction

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Direction

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
James Jensen, Chief of Police
Date: September 11, 2024
Subject: Countryside/Center Parkway Discussion

Enclosed is a detailed multi-way stop sign analysis for three intersections:

1. Countryside Parkway and Center Parkway
2. Center Parkway and West Kendall Drive
3. Countryside Parkway and East Kendall Drive

Items 2 and 3 above were analyzed and additional stop sign control was not recommended.

The intersection of Countryside Parkway and Center Parkway is a candidate for a multi-way stop and overall intersection improvements. It should be noted that significant improvements would be required as shown on page 20 of the detailed analysis to add stop sign control. The existing configuration of the intersection does not lend itself to simple additions of stop signs. This is estimated to be in the range of \$500,000-\$600,000 to reconstruct.

We also investigated the possibility of a roundabout at this location in 2016. There were two alternatives analyzed at the time and they are detailed on pages 21 – 27. At this point, we have not updated the cost estimates associated with a roundabout.

Staff is requesting direction as to whether City Council would like to pursue an improvement to the intersection. If directed, we would update the cost estimates and present the information as part of the upcoming Budget discussions.

PRELIMINARY COST ESTIMATE



JOB NO:	YO1107
PREPARED BY:	GAB
CHECKED BY:	CJO
DATE:	September 12, 2024
PROJECT TITLE:	Countryside Parkway and Center Parkway Intersection

Preliminary Cost Estimate - Intersection Improvements and Resurfacing

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
BASE IMPROVEMENTS AND EARTHWORK					
1	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	889	\$ 2.50	\$ 2,222.50
2	EARTH EXCAVATION	CU YD	593	\$ 55.00	\$ 32,615.00
3	AGGREGATE SUBGRADE IMPROVEMENT, 12"	SQ YD	889	\$ 30.00	\$ 26,670.00
REMOVALS					
4	PAVEMENT REMOVAL	SQ YD	500	\$ 30.00	\$ 15,000.00
5	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	109	\$ 30.00	\$ 3,270.00
6	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	4000	\$ 5.00	\$ 20,000.00
7	COMBINATION CURB AND GUTTER REMOVAL	FOOT	800	\$ 10.00	\$ 8,000.00
PAVING					
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	3600	\$ 0.10	\$ 360.00
9	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 [6" Widening]	TON	310	\$ 110.00	\$ 34,100.00
10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 [2" Surface]	TON	460	\$ 100.00	\$ 46,000.00
CONCRETE					
11	SIDEWALK REMOVAL	SQ FT	620	\$ 5.00	\$ 3,100.00
12	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	700	\$ 15.00	\$ 10,500.00
13	DETECTABLE WARNINGS	SQ FT	80	\$ 40.00	\$ 3,200.00
14	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FT	1100	\$ 45.00	\$ 49,500.00
STRUCTURES AND ADJUSTMENTS					
15	TYPE 3 FRAME AND GRATE	EACH	3	\$ 750.00	\$ 2,250.00
16	MANHOLES TO BE ADJUSTED	EACH	3	\$ 1,000.00	\$ 3,000.00
17	VALVE BOXES TO BE ADJUSTED	EACH	1	\$ 300.00	\$ 300.00
18	REMOVING CATCH BASINS	EACH	3	\$ 1,000.00	\$ 3,000.00
19	INLETS TO BE ADJUSTED	EACH	3	\$ 500.00	\$ 1,500.00
20	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	40	\$ 250.00	\$ 10,000.00
21	CATCH BASIN	EACH	3	\$ 3,000.00	\$ 9,000.00
22	TRENCH BACKFILL	CU YD	18	\$ 80.00	\$ 1,440.00
PAVEMENT MARKINGS & SIGNAGE					
23	THERMOPLASTIC PAVEMENT MARKINGS - LETTERS & SYMBOLS	SQ FT	160	\$ 6.00	\$ 960.00
24	THERMOPLASTIC PAVEMENT MARKINGS - LINE 4"	FOOT	300	\$ 1.50	\$ 450.00
25	THERMOPLASTIC PAVEMENT MARKINGS - LINE 6"	FOOT	1400	\$ 2.00	\$ 2,800.00
26	THERMOPLASTIC PAVEMENT MARKINGS - LINE 8"	FOOT	40	\$ 4.00	\$ 160.00
27	THERMOPLASTIC PAVEMENT MARKINGS - LINE 12"	FOOT	150	\$ 5.00	\$ 750.00
28	THERMOPLASTIC PAVEMENT MARKINGS - LINE 24"	FOOT	150	\$ 8.00	\$ 1,200.00
29	SHORT TERM PAVEMENT MARKING	FOOT	800	\$ 1.00	\$ 800.00
30	SHORT TERM PAVEMENT MARKING REMOVAL	FOOT	800	\$ 2.00	\$ 1,600.00
31	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	SQ FT	5	\$ 60.00	\$ 300.00
32	REMOVE SIGN PANEL ASSEMBLY - TYPE A	SQ FT	15	\$ 10.00	\$ 150.00
33	REMOVE SIGN PANEL ASSEMBLY - TYPE B	SQ FT	15	\$ 10.00	\$ 150.00
34	SIGN PANEL - TYPE 1	SQ FT	63	\$ 20.00	\$ 1,260.00
35	TELESCOPING STEEL SIGN SUPPORT	FOOT	120	\$ 25.00	\$ 3,000.00
MISCELLANEOUS					
36	SODDING, SPECIAL	SQ YD	790	\$ 20.00	\$ 15,800.00
37	SUPPLEMENTAL WATERING	UNIT	20	\$ 20.00	\$ 400.00
38	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	5	\$ 200.00	\$ 1,000.00
39	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 20,000.00	\$ 20,000.00
40	INLET FILTERS	EACH	6	\$ 250.00	\$ 1,500.00
41	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	1	\$ 600.00	\$ 600.00
TOTAL COST ESTIMATE					\$ 337,907.50
20% CONTINGENCY =					\$ 68,000.00
TOTAL =					\$ 405,907.50





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
James Jensen, Chief of Police
Date: May 20, 2024
Subject: Countryside/Center Parkway Multi-Way Stop Sign Analyses

As requested, we investigated the possible installation of a multi-way stop sign at the following intersections:

- Countryside Parkway and Center Parkway
- Center Parkway and West Kendall Drive
- Countryside Parkway and East Kendall Drive

Additionally, the current placement of traffic signs along Countryside Parkway and Center Parkway between US 34 and Route 47 was analyzed.

The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regards to multi-way stop sign installation:

Guidance:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. Minimum volumes:*
 - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts;

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Our findings were as follows:

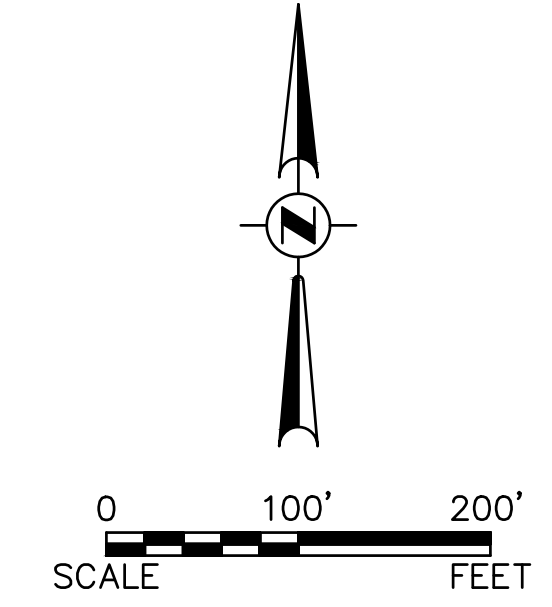
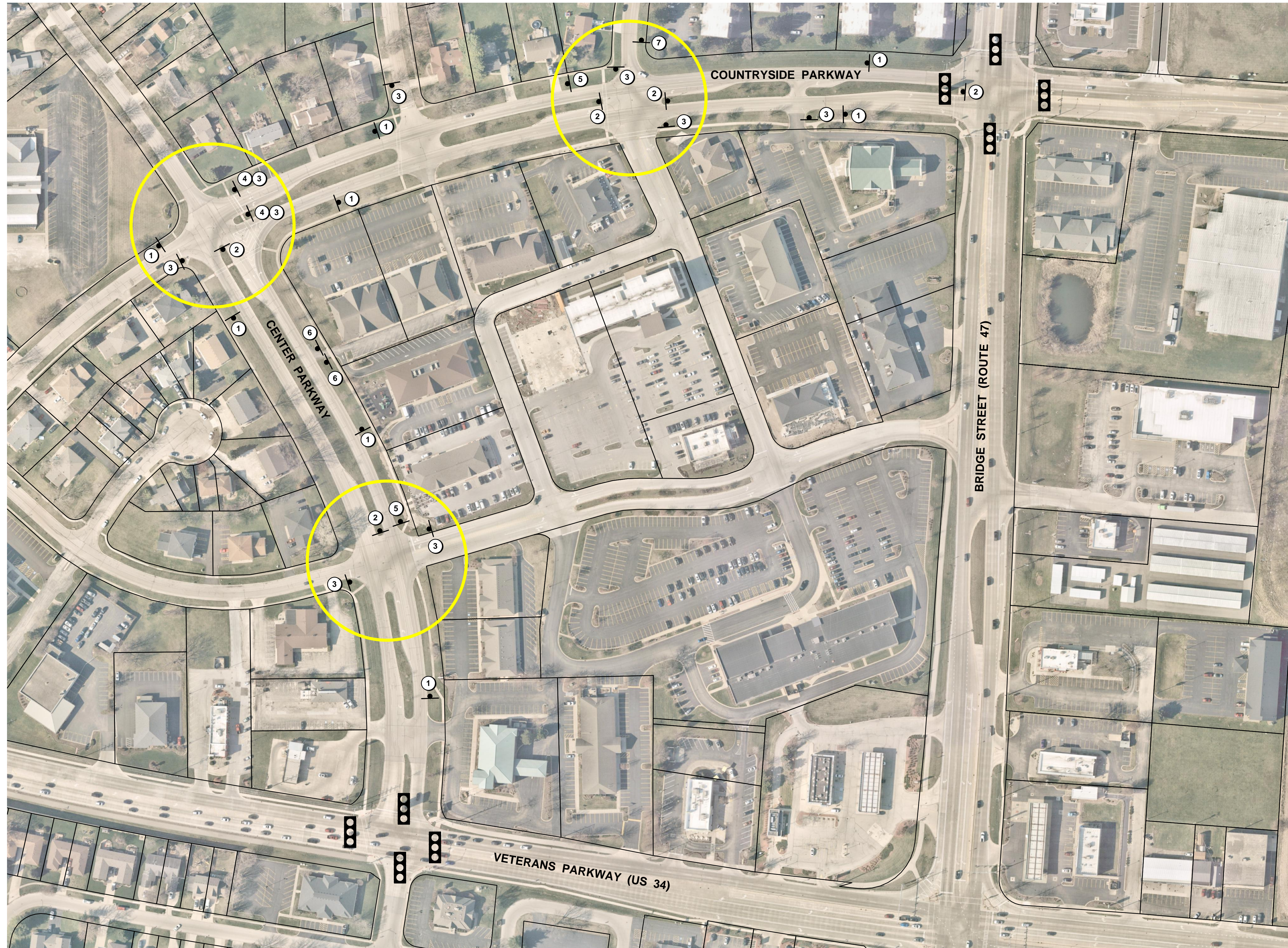
- **Countryside Parkway and Center Parkway**

- Countryside Parkway, the major road, is functionally classified as a major collector with an AADT of 3050 vehicles per day, and a posted speed limit of 30 mph.
- Center Parkway, the minor road, is functionally classified as a major collector with an AADT of 1900 vehicles per day, and a posted speed limit of 30 mph.
- Currently, the intersection has stop signs on the eastbound and westbound approaches of Countryside Parkway. The westbound approach of Countryside Parkway one stop sign on the right-hand side and one in the median. Both are equipped with “Cross Traffic Does Not Stop” signs.
- Approaching the intersection, no parking signs are located on the westbound lanes of Countryside Parkway and the northbound lanes of Center Parkway.
- Exiting the intersection, no parking signs are located on the eastbound and westbound lanes of Countryside Parkway, and the southbound lanes of Center Parkway.
- There are no sight distance constraints in any direction approaching the intersection.
- Left-turn conflicts do not appear to be an issue on any of the intersection approaches.
- The Yorkville Police Department had reported no accidents at this intersection in the past three years, and one in the past five years.
- The Countryside Parkway bi-directional vehicle volume entering the intersection during the morning peak hour was 142.
- The Center Parkway bi-directional vehicle, pedestrian, and bicycle volume entering the intersection during the morning peak hour was 120.
- One pedestrian was observed approaching the intersection during the study.
- The crosswalk on the northbound approach and northbound departure of Center Parkway, and the eastbound departure of Countryside Parkway pose safety risks for pedestrians. The risk is due to the current intersection geometry, striping, and inadequate warning signs.
- The intersection is composed of two neighborhood collector streets of similar operating characteristics where a multi-way stop would improve traffic flow at the intersection as well as control vehicle and pedestrian conflicts. Implementation of a roundabout at this intersection is an alternative that may be considered to improve traffic flow, pedestrian safety, and intersection geometry.

- **Center Parkway and West Kendall Drive**
 - Center Parkway, the major road, is functionally classified as a major collector with an AADT of 1900 vehicles per day, and a posted speed limit of 30 mph.
 - West Kendall Drive, the minor road, is functionally classified as a local road with an unmarked speed limit of 30 mph.
 - Currently, the intersection has a stop sign on the eastbound and westbound approaches of West Kendall Drive.
 - Approaching and exiting the intersection, no parking signs are located on both the northbound and southbound lanes of Center Parkway.
 - There are no sight distance constraints in any direction approaching the intersection.
 - Left-turn conflicts do not appear to be an issue on any of the intersection approaches.
 - The Yorkville Police Department had reported one accident at this intersection in the past three years, and one in the past five years.
 - The Center Parkway bi-directional vehicle volume entering the intersection during the morning peak hour was 281.
 - The West Kendall Drive bi-directional vehicle, pedestrian, and bicycle volume entering the intersection during the morning peak hour was 67.
 - No pedestrians were observed approaching the intersection during the study.
 - This intersection does not appear to be a good candidate for a multi-way stop based on the criteria set in the MUTCD.

- **Countryside Parkway and East Kendall Drive**
 - Countryside Parkway, the major road, is functionally classified as a major collector with an AADT of 3050 vehicles per day, and a posted speed limit of 30 mph.
 - East Kendall Drive, the minor road, is functionally classified as a local road with an unmarked speed limit of 30 mph.
 - Currently, the intersection has a stop sign on the northbound and southbound approaches of East Kendall Drive.
 - No parking signs are located on the westbound and eastbound approaches of Countryside Parkway.
 - There are no sight distance constraints in any direction approaching the intersection.
 - Left-turn conflicts do not appear to be an issue on any of the intersection approaches.
 - The Yorkville Police Department had reported one accident at this intersection in the past three years, and two in the last five years.
 - The Countryside Parkway bi-directional vehicle volume entering the intersection during the morning peak hour was 333.
 - The East Kendall Drive bi-directional vehicle, pedestrian, and bicycle volume entering the intersection during the morning peak hour was 87.
 - No pedestrians were observed approaching the intersection during the study.
 - This intersection does not appear to be a good candidate for a multi-way stop based on the criteria set in the MUTCD.

- **Countryside and Center Parkway Traffic Signage Between US 34 and RT 47**
 - The existing traffic signs between US 34 and Route 47 along both Countryside Parkway and Center Parkway were found to not be in conflict. Additional signs on these and adjacent streets may improve traffic flow and safety.
 - Additional or relocation of current Speed Limit signs closer to the major intersections of US 34 / Center Parkway and Route 47 / Countryside Parkway may better notify road users of the 30-mph speed limit.
 - Signage notifying drivers in advance of the crosswalks at the intersection of Center Parkway and Countryside Parkway may improve safety for pedestrians.



SIGN LEGEND

- 

R8-3a
①
- 

SPEED
LIMIT
30
R2-1
⑤
- 

R4-7
②
- 

DO NOT
ENTER
R5-1
⑥
- 

STOP
R1-1
③
- 

CROSS TRAFFIC
DOES NOT STOP
④
- 

W15-1
⑦
- 

TRAFFIC SIGNAL
⑦

Plotted: January 31, 2024 @ 10:03 AM By: Kris Pung - Tab: 01 Existing Signs - 22x34

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

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

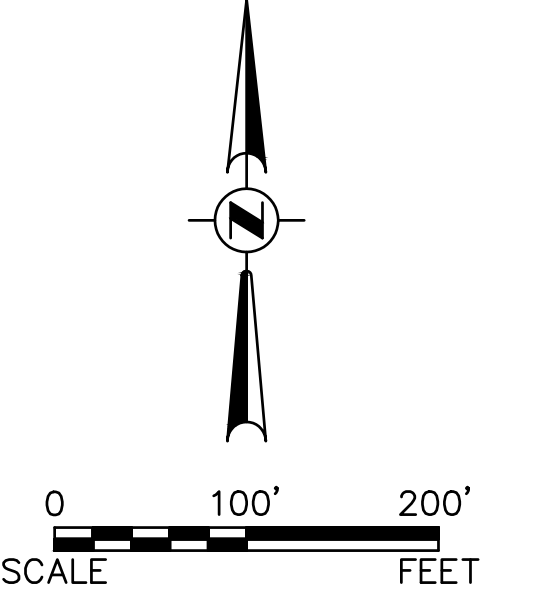
UNITED CITY OF YORKVILLE
 651 PRAIRIE POINTE DRIVE
 YORKVILLE, IL 60560

0	1		
Bar = 1" When printed FULL size.			
Adjust stated scales to print size.			
NO.	DATE	REVISIONS	

TRAFFIC CONTROL SIGNAGE AND PAVEMENT MARKINGS

EXISTING SIGN INVENTORY

DATE:	FEBRUARY 2024
PROJECT NO.:	Y01107
FILE:	Y01107-SIGNS
SHEET	1 OF 3



7 PROPOSED STOP SIGNS WITH "ALL WAY" SIGN BELOW EACH STOP SIGN

Plotted: February 1, 2024 @ 11:05 AM By: Kris Pung - Tab: 02 Proposed Signs - 22x34

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

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

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

0 1
 Bar = 1" When
 printed FULL size.
 Adjust stated
 scales to print size.

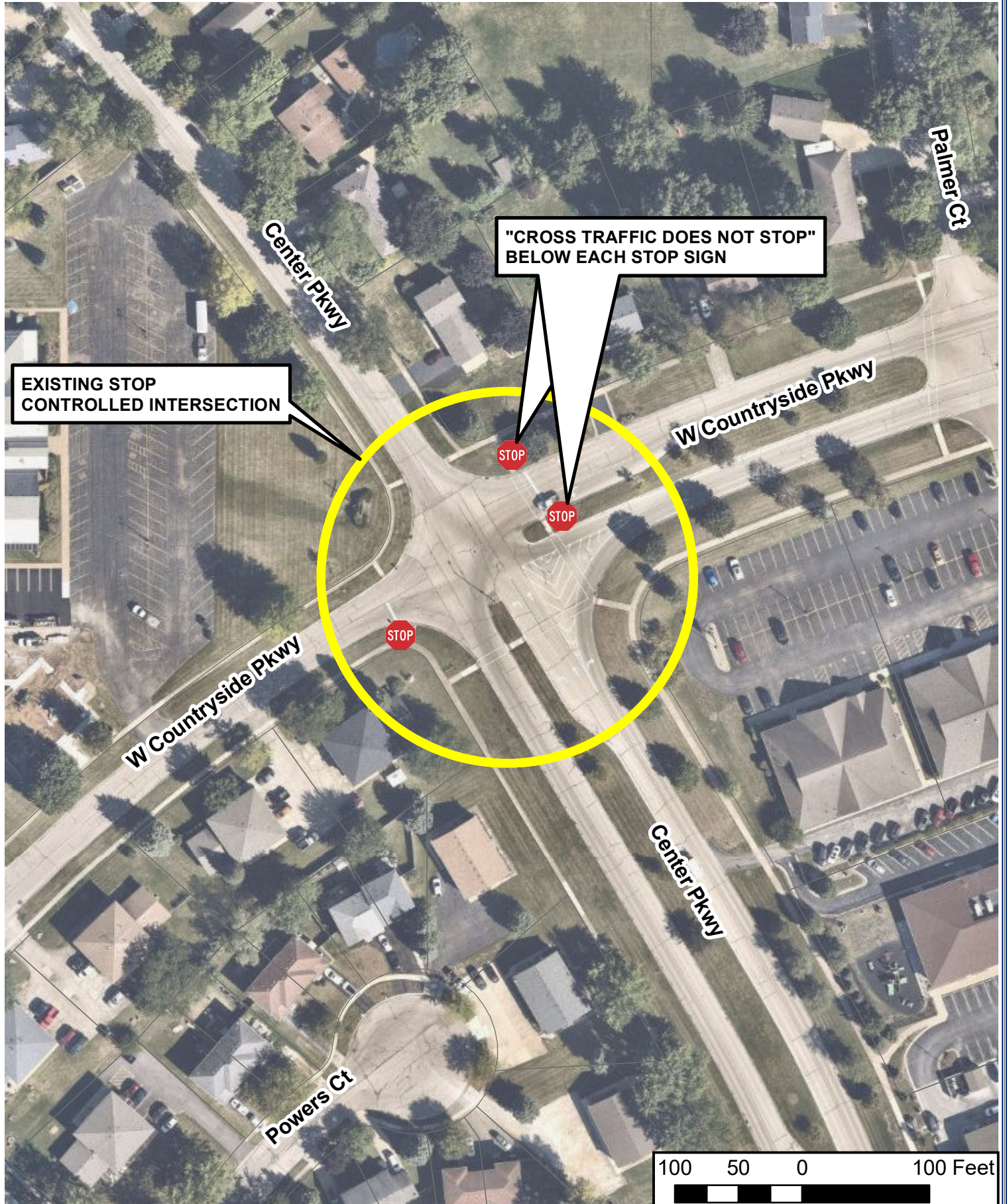
NO.	DATE	REVISIONS

**TRAFFIC CONTROL SIGNAGE
 AND PAVEMENT MARKINGS**

**POTENTIAL IMPROVEMENTS
 COUNTRYSIDE / CENTER
 PARKWAY**

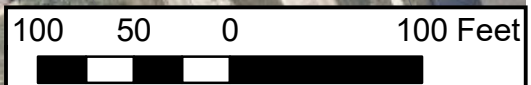
DATE:	FEBRUARY 2024
PROJECT NO.:	Y01107
FILE:	Y01107-SIGNS
SHEET	2 OF 3

Countryside Parkway and Center Parkway Existing Design and Analysis



EXISTING STOP
CONTROLLED INTERSECTION

"CROSS TRAFFIC DOES NOT STOP"
BELOW EACH STOP SIGN



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
Page 8

DATE: JANUARY 2024
PROJECT NO.: YO1107
BY: KKP
PATH: HIGIS/PUBLIC/YORKVILLE2011
FILE:

**COUNTRYSIDE PARKWAY &
CENTER PARKWAY
STOP SIGN ANALYSIS**



**UNITED CITY OF YORKVILLE
MULTI-WAY STOP
PRELIMINARY ENGINEERING EVALUATION**

Location: Countryside Parkway and Center Parkway

Primary Criteria to Consider*

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
			C. Minimum Volumes:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The vehicular volume entering the intersections from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined vehicular, pedestrian, and bicycle volume entering the intersections from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values, criterion C.3 is excluded from this condition.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. The need to control left-turn conflicts;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Based on a preliminary review of the criteria for a multi-way stop sign the following action is recommended:

- Criteria are clearly met recommending installation of a multi-way stop
- Criteria are not clearly met at this time - no further action recommended
- Criteria may or may not be met - additional engineering study required

By: Gabriel Braboy Date: 1/3/2024

Project Engineer
Title

By: _____ Date: _____

Title

* Based upon Professional Engineer's Review
** Manual on Uniform Traffic Control Devices (MUTCD)



Engineering Enterprises, Inc.

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT MULTIWAY STOP ANALYSIS

PROJECT NUMBER Y01107-C

SUBJECT CENTER PARKWAY AND

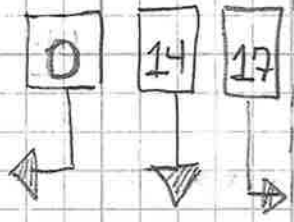
BY GAB DATE 01-03-24

COUNTRYSIDE PARKWAY

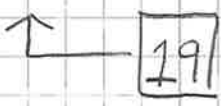
PAGE 1 OF 1

11:15 AM
-
12:15 PM

PEDESTRIANS
1



STOP, X TRAFFIC DOES NOT STOP



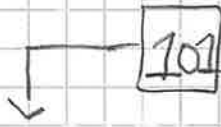
MAJOR: COUNTRYSIDE PKWY

142 Veh/Hr



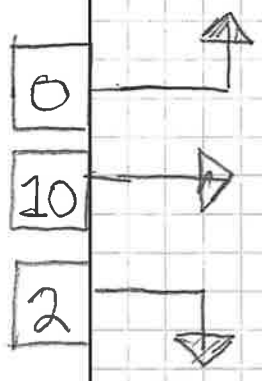
MINOR: CENTER PKWY

119 Veh/Hr



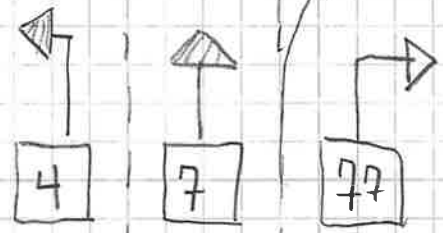
STOP, X TRAFFIC DOES NOT STOP

COUNTRYSIDE PARKWAY



STOP

CENTER PARKWAY



No PARKING THIS SIDE

No PARKING THIS SIDE



COUNTRYSIDE PARKWAY –
EASTBOUND APPROACH

LOOKING EAST



COUNTRYSIDE PARKWAY –
EASTBOUND APPROACH

LOOKING SOUTH



COUNTRYSIDE PARKWAY –
EASTBOUND APPROACH

LOOKING NORTH



CENTER PARKWAY – NORTHBOUND
APPROACH

LOOKING NORTH



CENTER PARKWAY – NORTHBOUND
APPROACH

LOOKING EAST



CENTER PARKWAY – NORTHBOUND
APPROACH

LOOKING WEST



COUNTRYSIDE PARKWAY –
WESTBOUND APPROACH

LOOKING WEST



COUNTRYSIDE PARKWAY –
WESTBOUND APPROACH

LOOKING SOUTH



COUNTRYSIDE PARKWAY –
WESTBOUND APPROACH

LOOKING NORTH



CENTER PARKWAY – SOUTHBOUND
APPROACH

LOOKING SOUTH



CENTER PARKWAY – SOUTHBOUND
APPROACH

LOOKING EAST

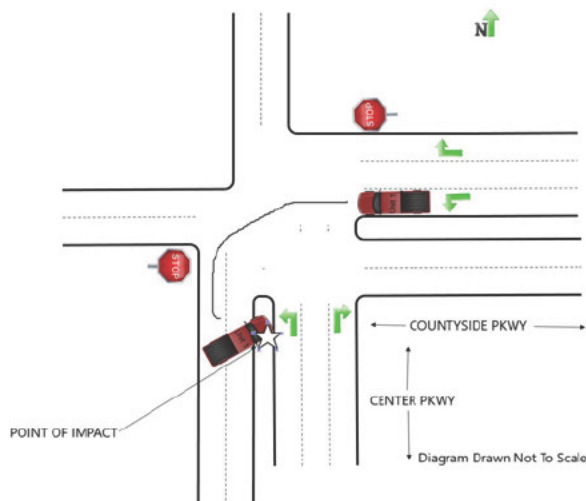


CENTER PARKWAY – SOUTHBOUND
APPROACH

LOOKING WEST

X002004138

A **Diagram** and **Narrative** are required on all **Type B** crashes, even if units have been moved prior to the officer's arrival.



NARRATIVE (refer to vehicle by unit #)

On Tuesday, 09-01-2020, at approximately 1444 hours unit 1 was traveling west bound Countryside Pkwy when it took a left turn to go south bound Center Pkwy. During Unit 1's turn, unit 1 lost control and spun out into the center median curb striking the curb with its front passenger side wheel.

Driver 1 stated she was west bound Countryside Pkwy at the stop sign at Center Pkwy. Driver 1 stated she then took a left turn to go south on Center Pkwy. Driver 1 stated during her turn she lost control of her vehicle and struck the curb on the east side median of south bound traffic.

Driver 1 refused medical attention. Unit 1 was towed via Area 47. No citations were issued. Photos were taken and are attached to this report.

LOCAL USE ONLY

N 41.6610
W -88.4478

U1 Race: **W**

U Race:

U1 COLOR	U COLOR	U1 Drug 1 000	U1 Drug 2	U Drug 1	U Drug 2
U1 TOWED DUE TO <input checked="" type="checkbox"/> DISABLING DAMAGE <input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT: 3	U1 TOWED BY / TO: AREA 47			
U TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE <input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT:	U TOWED BY / TO:			

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT _____

CARRIER NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

MOTOR CARR. ID Interstate Intrastate
 Not In Comm./Govt. Not In Comm./Other

USDOT NO. _____ ILLCC NO. _____

Source of above
 Side of Truck Papers Driver Log Book
 GVWR/GCWR
 <10,000 10,000 - 26,000 >26,000

Were HAZMAT placards on vehicle? Yes No
 If yes, name on placard _____
 4 digit UN NO. _____ 1 digit Hazard Class NO. _____

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? Yes No Unknown

Did HAZMAT Regulations violation contribute to the crash?
 Yes No Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash?
 Yes No Unknown

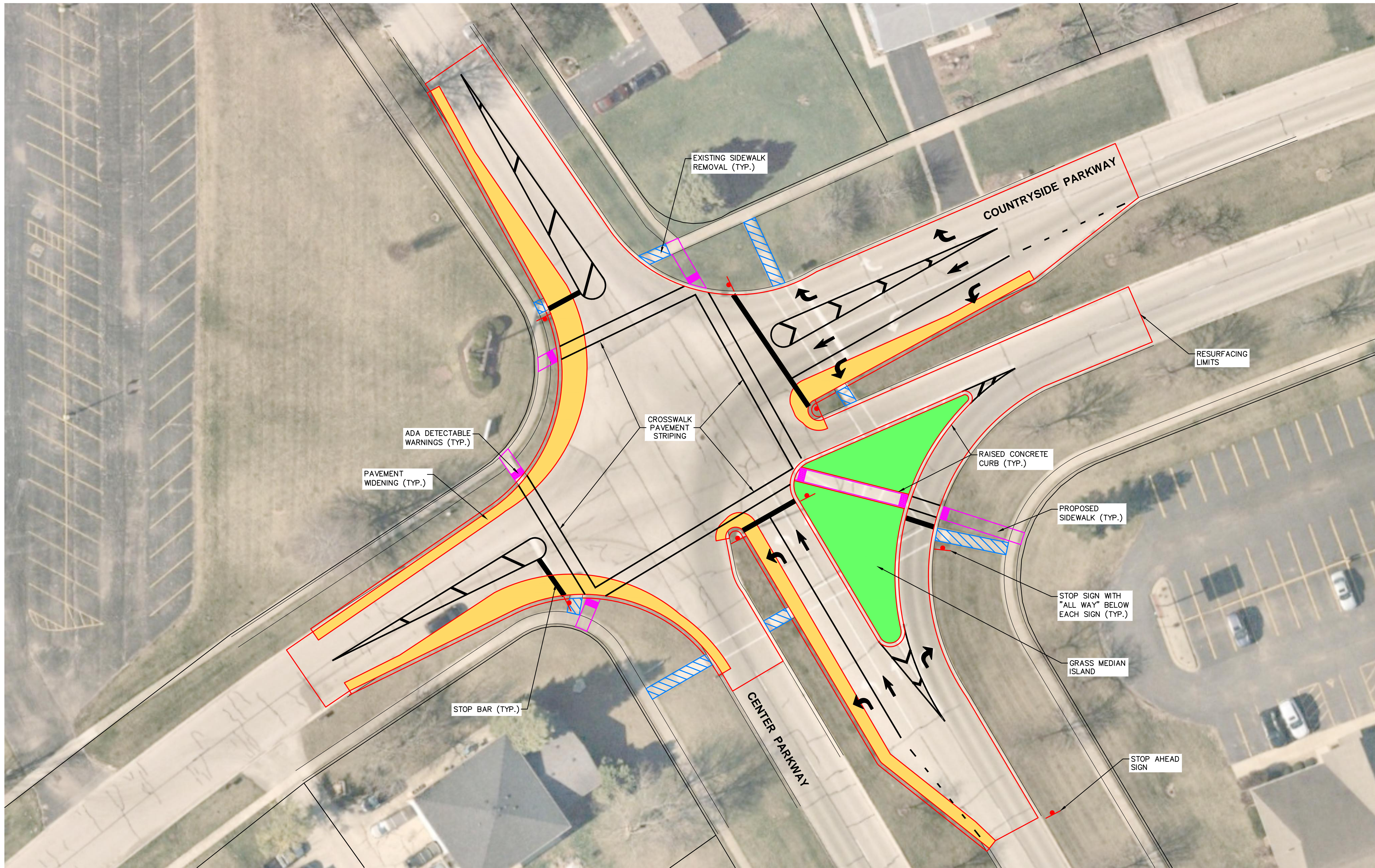
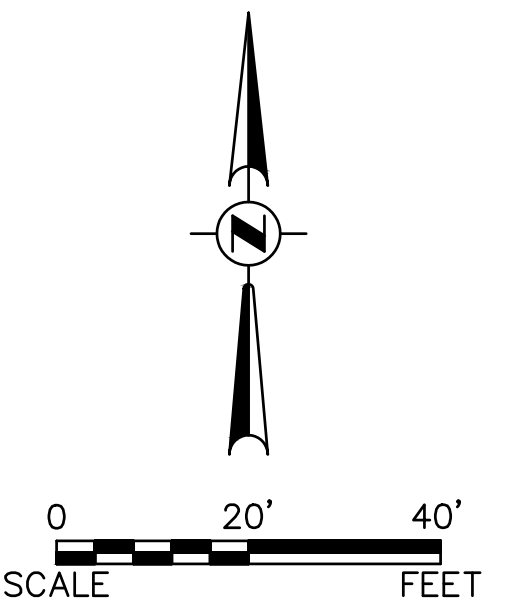
Was a Driver/Vehicle Examination Report form completed?
 HAZMAT Yes No Unknown Out of Service Yes No
 MCS Yes No Unknown Out of Service Yes No
 Form Number _____

IDOT PERMIT NO. _____ WIDELOAD? Y N
 TRAILER VIN 1 _____
 TRAILER VIN 2 _____

TRAILER WIDTH(S) 0 - 96" 97 - 102" > 102"
 TRAILER 1
 TRAILER 2
 TRAILER LENGTH(S) 1 _____ft 2 _____ft
 TOTAL VEHICLE LENGTH _____ft NO. OF AXLES _____

SELECT CODES FROM BACK OF CRASH BOOKLET
 VEHICLE CONFIG. _____ CARGO BODY TYPE _____ LOAD TYPE _____

Countryside Parkway and Center Parkway Proposed Design Alternatives



Plotted: May 17, 2024 @ 1:08 PM By: Kris Pung - Tab: 03 Intersection Improvements - 22x34

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

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

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

0	1	
Bar = 1" When printed FULL size. Adjust stated scales to print size.		
NO.	DATE	REVISIONS

TRAFFIC CONTROL SIGNAGE AND PAVEMENT MARKINGS

POTENTIAL IMPROVEMENTS COUNTRYSIDE / CENTER PARKWAY

DATE:	MAY 2024
PROJECT NO.:	Y01107
FILE:	Y01107-SIGNS
SHEET	3 OF 3



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Lisa Pickering, Deputy City Clerk

Date: February 5, 2016
Subject: Countryside Water main and Roadway Improvements

The purpose of this memo is to present a couple of potential alternatives for improving the intersection of Center and Countryside Parkway as directed by the Public Works Committee.

We have reviewed two alternatives with respect to the roundabout option. The exact layouts of options are conceptual at this point and are subject to change if the City elects to move forward with final design and construction. Also as noted previously, in order for the roundabout options to work, transitions from four lanes to two lanes should occur prior to reaching the intersection. The exact location of the transition may be modified from what has been shown.

As a reminder some of the advantages of the roundabout are as follows:

- A roundabout installation would offer an opportunity to improve the safety of the intersection.
- The proposed roundabout footprint based on a WB-55 design vehicle would fit within existing right-of-way.
- The proposed roundabout would offer the opportunity to reduce the lane widths of the approaching roadways from four to two lanes, thus providing savings in long term maintenance. This is true not only for pavement, but for the elimination of the grassed median as well.
- The existing curb on the medians is in poor condition and is in need of replacement.

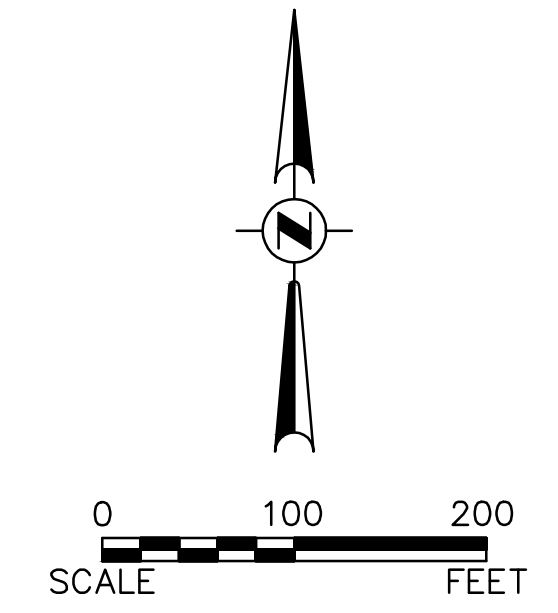
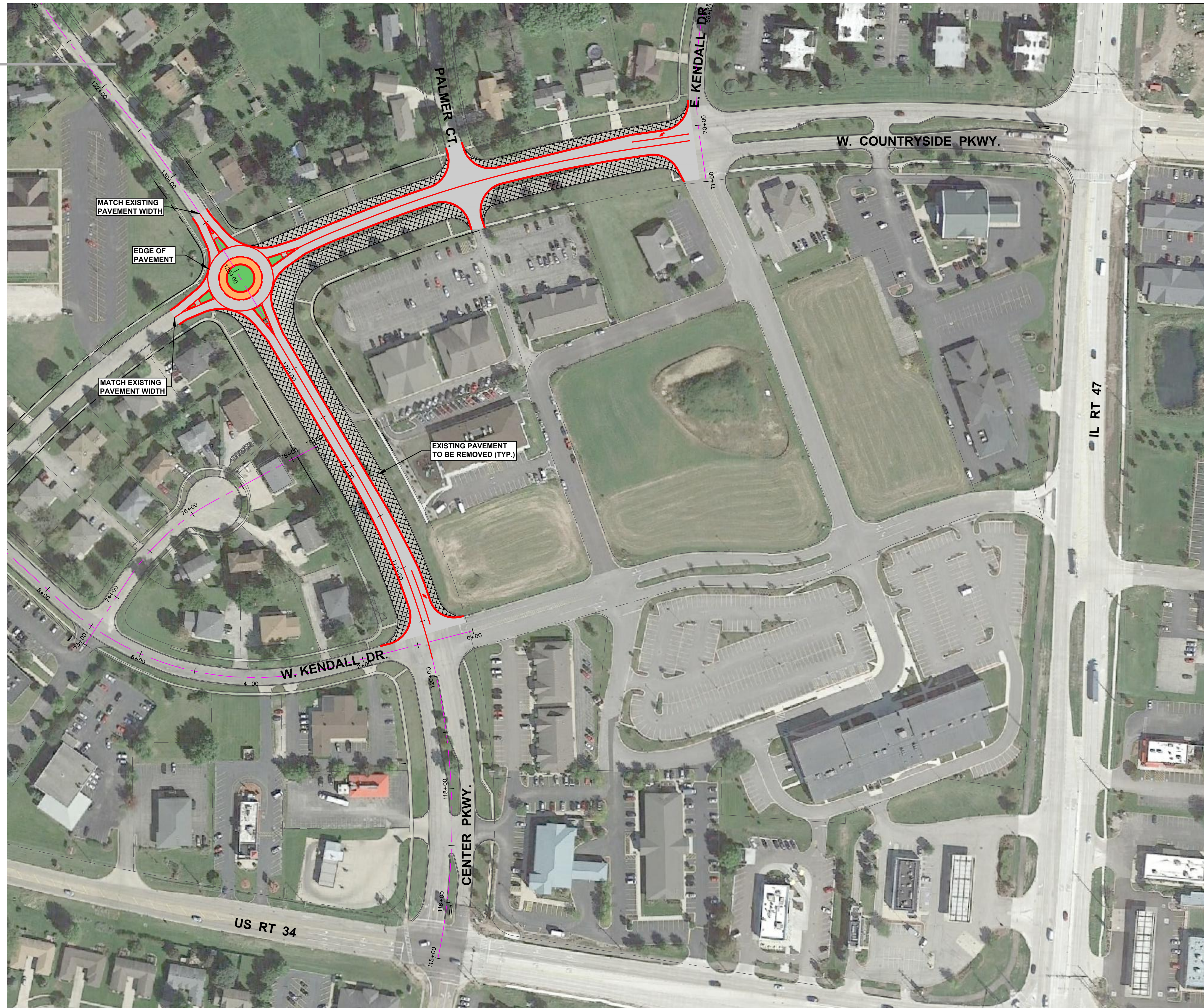
Alternative No. 1 reduces the lane widths at West and East Kendall drives as you approach the intersection.

Alternative No. 2 also reduces the lane widths at West and East Kendall drives but maintains a grassed median (newly constructed) as you approach the intersection.

Alternative No. 3 would be to maintain the existing geometry and rehabilitate the streets as originally planned. For this option, it should be noted that we are planning to utilize LAFO funds to fund the milling and resurfacing of Center Parkway (from Rt 34 to Countryside) and Countryside Parkway (from Rt 47 to Center). The initial projected funding for this project is \$475,000 STP and \$200,000 local funds. By constructing the roundabout, we anticipate not being able to utilize approximately ½ the STP funds or \$237,500. Also as a reminder, we are currently not within the KKCOM's five year program, but must petition if we elect to move the LAFO project forward.

To summarize, the roundabout alternatives are estimated to cost approximately \$295-355,000 more to construct versus utilizing the existing geometry. In addition, we are estimating that we would lose approximately \$237,500 in LAFO funding. We do anticipate long term maintenance cost savings of around \$300,000 for Alternative No. 1 and \$175,000 for Alternative No. 2.

At this time, we are looking for direction from the City Council as to whether they would like to move forward with a roundabout in this area. If this is the direction, we would recommend that this be handled as a separate project to allow enough time for proper design and for public education and input.



- ROUNDABOUT FITS WITHIN EXISTING R.O.W.
- LANES TO TRANSITION FROM 4 TO 2 AT W. KENDALL DRIVE AND E. KENDALL DRIVE. TRANSITION POINTS CAN BE ADJUSTED.

BENEFITS OF ROUNDABOUTS

- REDUCE INTERSECTION COLLISIONS BY 37%
 - REDUCE VEHICLE SPEEDS
 - REDUCE SEVERITY OF COLLISIONS
 - MOST ARE SIDESWIPE INSTEAD OF HEAD-ON
 - SLOWER VEHICLE SPEEDS AT COLLISION
 - REDUCE FATAL ACCIDENTS BY AS MUCH AS 90%
 - REDUCE INJURY ACCIDENTS BY 75%
 - REDUCE PEDESTRIAN CRASHES BY 40%
 - REDUCE DELAY, WHICH ALSO DECREASES FUEL CONSUMPTION AND AIR POLLUTION
- DATA FROM INSURANCE INSTITUTE FOR HIGHWAY SAFETY

BASIS FOR DESIGN

- COLLECTOR – COLLECTOR ROADWAYS
- DESIGN VEHICLE – WB-55
- INSCRIBED CIRCLE – 115 FT
- AUTOTURN – A WB-55 VEHICLE CAN MAKE U-TURN MOVEMENT
- DESIGN SPEED = 30 MPH

Plotted: February 1, 2024 @ 9:43 AM By: Kris Pung - Tab: 01 all1 Roundabout Plan - 22x34

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.



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

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

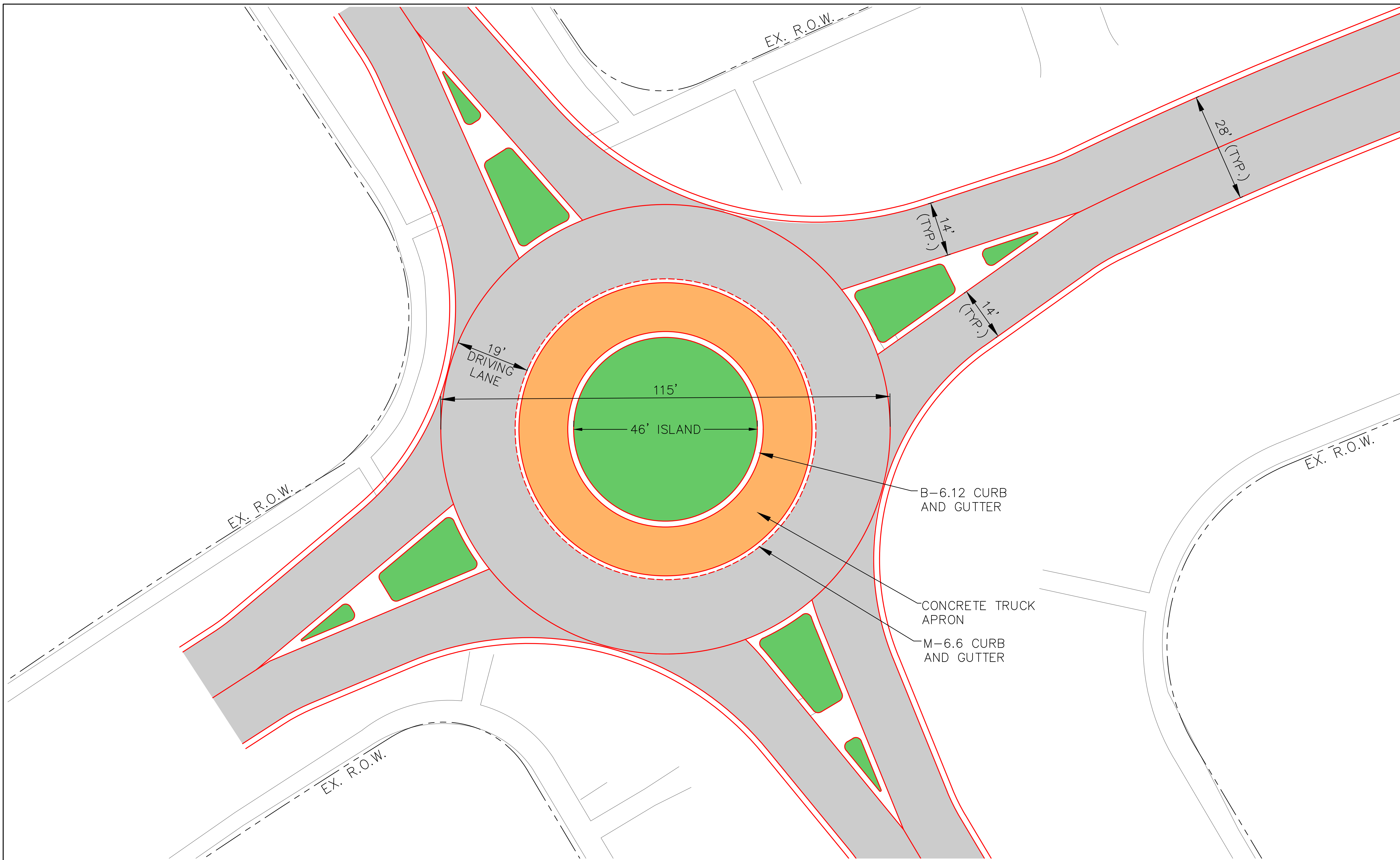
NO.	DATE	REVISIONS

**COUNTRYSIDE PARKWAY AND
 CENTER PARKWAY
 ROADWAY IMPROVEMENTS**

**POTENTIAL ROUNDABOUT LAYOUT
 ALTERNATIVE 1**

DATE:	FEBRUARY 2024
PROJECT NO:	Y01440
FILE:	Y01440-ROUNDABOUT
SHEET	1 OF 2

Path: H:\35586PROJ\Y0_ YORKVILLE\2014\Y01440\DWG_EXHIBIT\Y01440-ROUNDABOUT



ROUNDBOUT DETAIL

Plotted: February 1, 2024 @ 9:44 AM By: Kris Pung - Tab: 02 all1A Roundabout Plan - 22334

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.



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

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

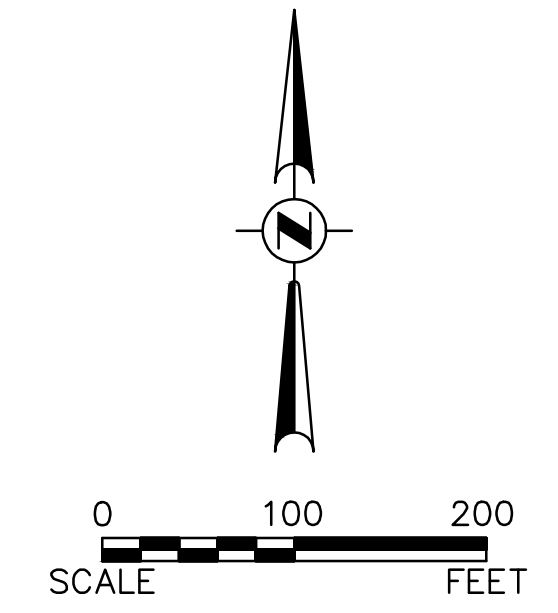
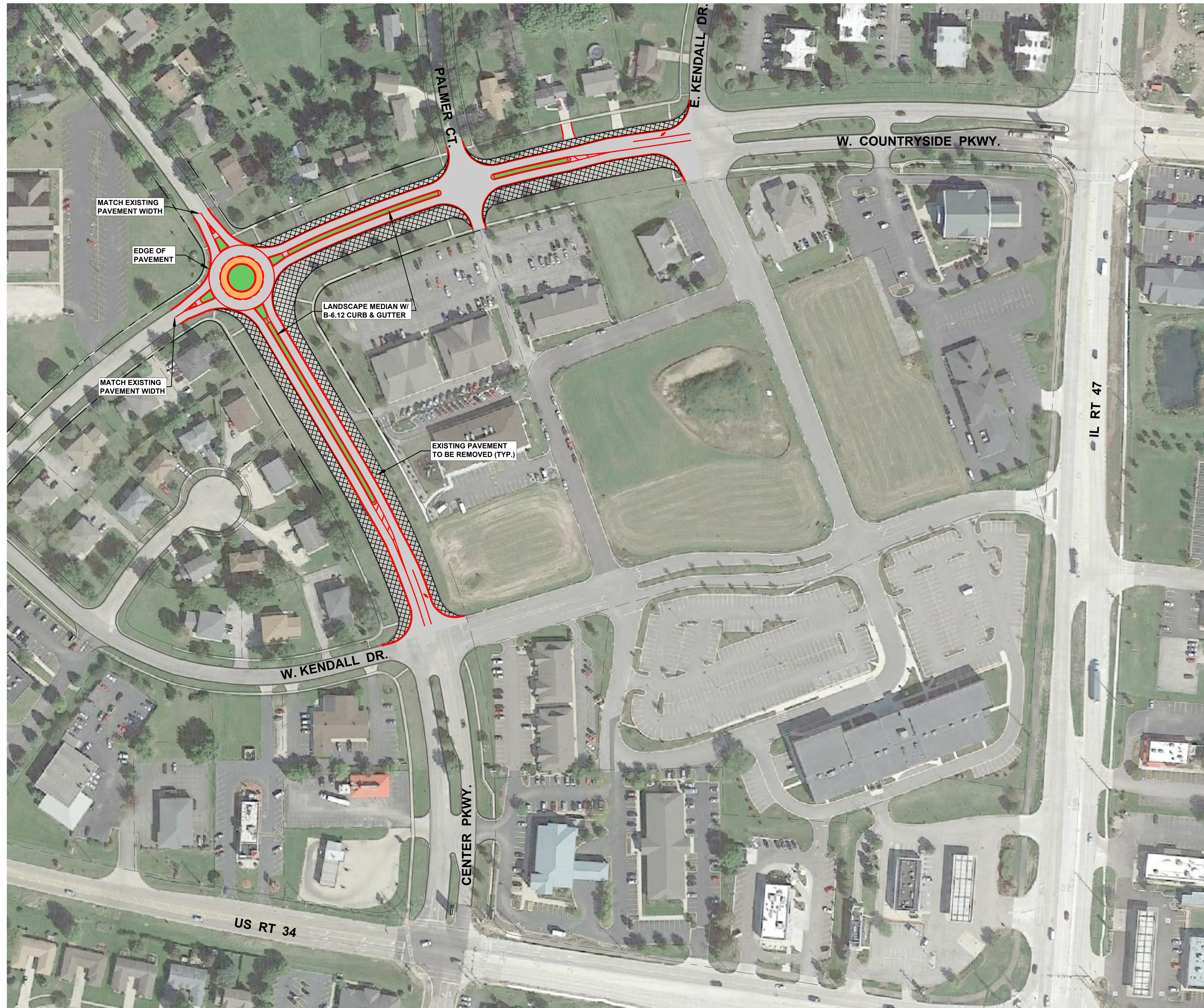
NO.	DATE	REVISIONS

**COUNTRYSIDE PARKWAY AND
 CENTER PARKWAY
 ROADWAY IMPROVEMENTS**

**POTENTIAL ROUNDBOUT LAYOUT
 ALTERNATIVE 1**

DATE:	FEBRUARY 2024
PROJECT NO:	Y01440
FILE:	Y01440-ROUNDBOUT
SHEET	2 OF 2

Path: \\S:\PROJ\Y0-YORKVILLE\2014\Y01440\DWG EXHIBIT\Y01440-ROUNDBOUT



- ROUNDABOUT FITS WITHIN EXISTING R.O.W.
- LANES TO TRANSITION FROM 4 TO 2 AT W. KENDALL DRIVE AND E. KENDALL DRIVE. TRANSITION POINTS CAN BE ADJUSTED.

BENEFITS OF ROUNDABOUTS

- REDUCE INTERSECTION COLLISIONS BY 37%
 - REDUCE VEHICLE SPEEDS
 - REDUCE SEVERITY OF COLLISIONS
 - MOST ARE SIDESWIPE INSTEAD OF HEAD-ON
 - SLOWER VEHICLE SPEEDS AT COLLISION
 - REDUCE FATAL ACCIDENTS BY AS MUCH AS 90%
 - REDUCE INJURY ACCIDENTS BY 75%
 - REDUCE PEDESTRIAN CRASHES BY 40%
 - REDUCE DELAY, WHICH ALSO DECREASES FUEL CONSUMPTION AND AIR POLLUTION
- DATA FROM INSURANCE INSTITUTE FOR HIGHWAY SAFETY

BASIS FOR DESIGN

- COLLECTOR - COLLECTOR ROADWAYS
- DESIGN VEHICLE - WB-55
- INSCRIBED CIRCLE - 115 FT
- AUTOTURN - A WB-55 VEHICLE CAN MAKE U-TURN MOVEMENT
- DESIGN SPEED = 30 MPH

Plotted: February 1, 2024 @ 9:44 AM By: Kris Pung - Tab: 01 of 2 Roundabout Plan - 22x34

COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.



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

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

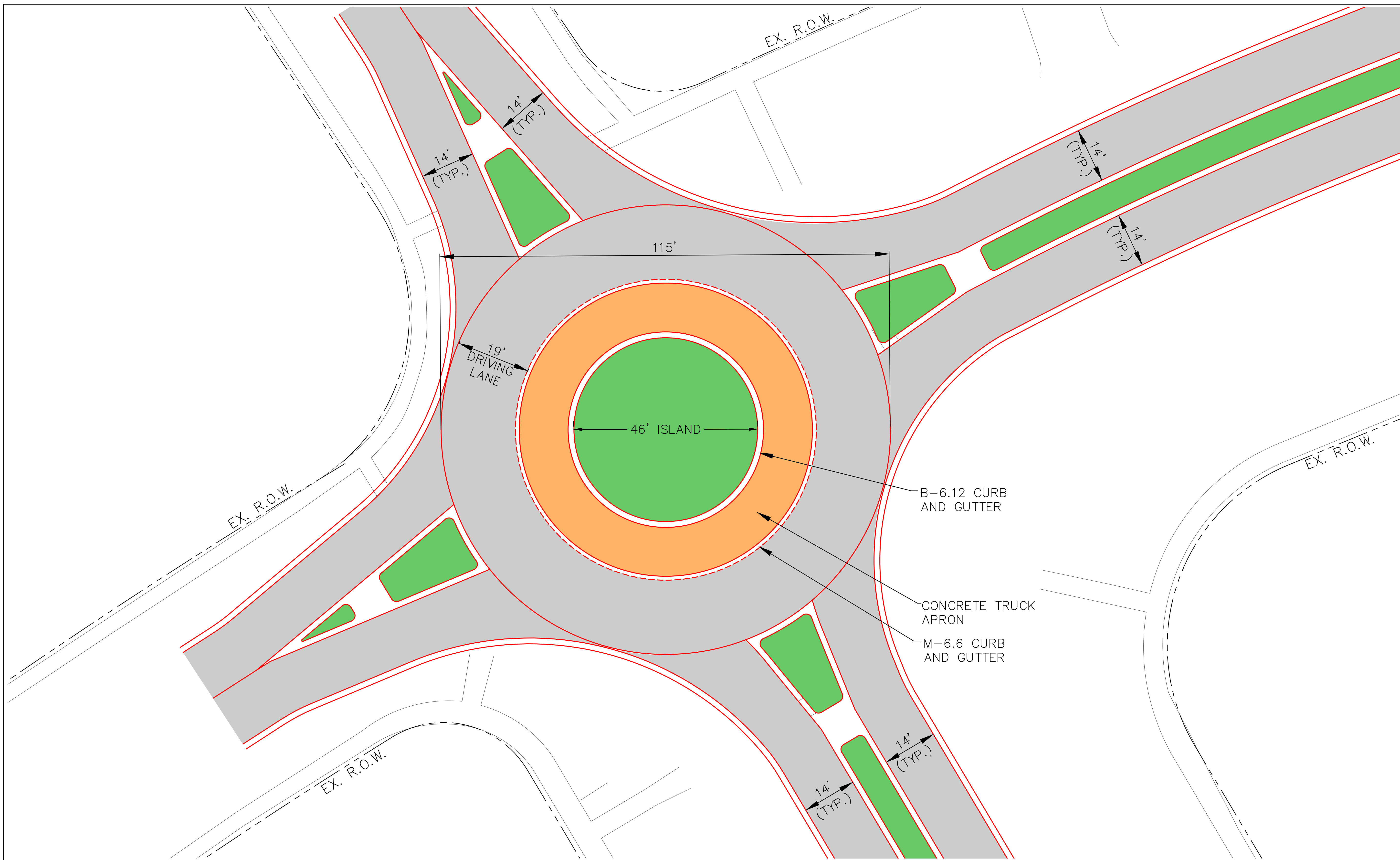
NO.	DATE	REVISIONS

**COUNTRYSIDE PARKWAY AND
 CENTER PARKWAY
 ROADWAY IMPROVEMENTS**

**POTENTIAL ROUNDABOUT LAYOUT
 ALTERNATIVE 2**

DATE:	FEBRUARY 2024
PROJECT NO:	Y01440
FILE:	Y01440-ROUNDABOUT
SHEET	1 OF 2

Path: \\S55KPRO\YO_YORKVILLE\2014\Y01440\DWG_EXHIBIT\Y01440-ROUNDABOUT



ROUNDBOUT DETAIL

Plotted: February 1, 2024 @ 9:44 AM By: Kris Pung - Tab: 02 all2 Roundabout Plan - 22x34
 COPYRIGHT © 2024 ENGINEERING ENTERPRISES, INC.

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

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

NO.	DATE	REVISIONS

**COUNTRYSIDE PARKWAY AND
 CENTER PARKWAY
 ROADWAY IMPROVEMENTS**

**POTENTIAL ROUNDBOUT LAYOUT
 ALTERNATIVE 2**

DATE:	FEBRUARY 2024
PROJECT NO:	Y01440
FILE:	Y01440-ROUNDBOUT
SHEET	2 OF 2

Path: \\S:\PROJ\Y01440\Y01440.DWG EXHIBIT\Y01440-ROUNDBOUT

The estimated construction costs associated with the alternatives are summarized in the table below:

Description	Estimated Costs
Alternative No. 1 - Center/Countryside (Roundabout)	\$1,080,000
Alternative No. 2 - Center/Countryside (Roundabout w/Grass Median)	\$1,140,000
Alternative No. 3 - Center/Countryside (Existing Geometry)	\$785,000
Cost Difference (Alt. No. 1 – Alt. No. 3)	\$295,000
Cost Difference (Alt. No. 2 – Alt. No. 3)	\$355,000

*** Loss of LAFO funds are estimated at \$237,500.**

The other factor that comes into play is that by reducing the lane widths and adjusting the center island for a portion of the area, the long term maintenance costs are reduced. We estimate the savings (20 year projection) to be as follows:

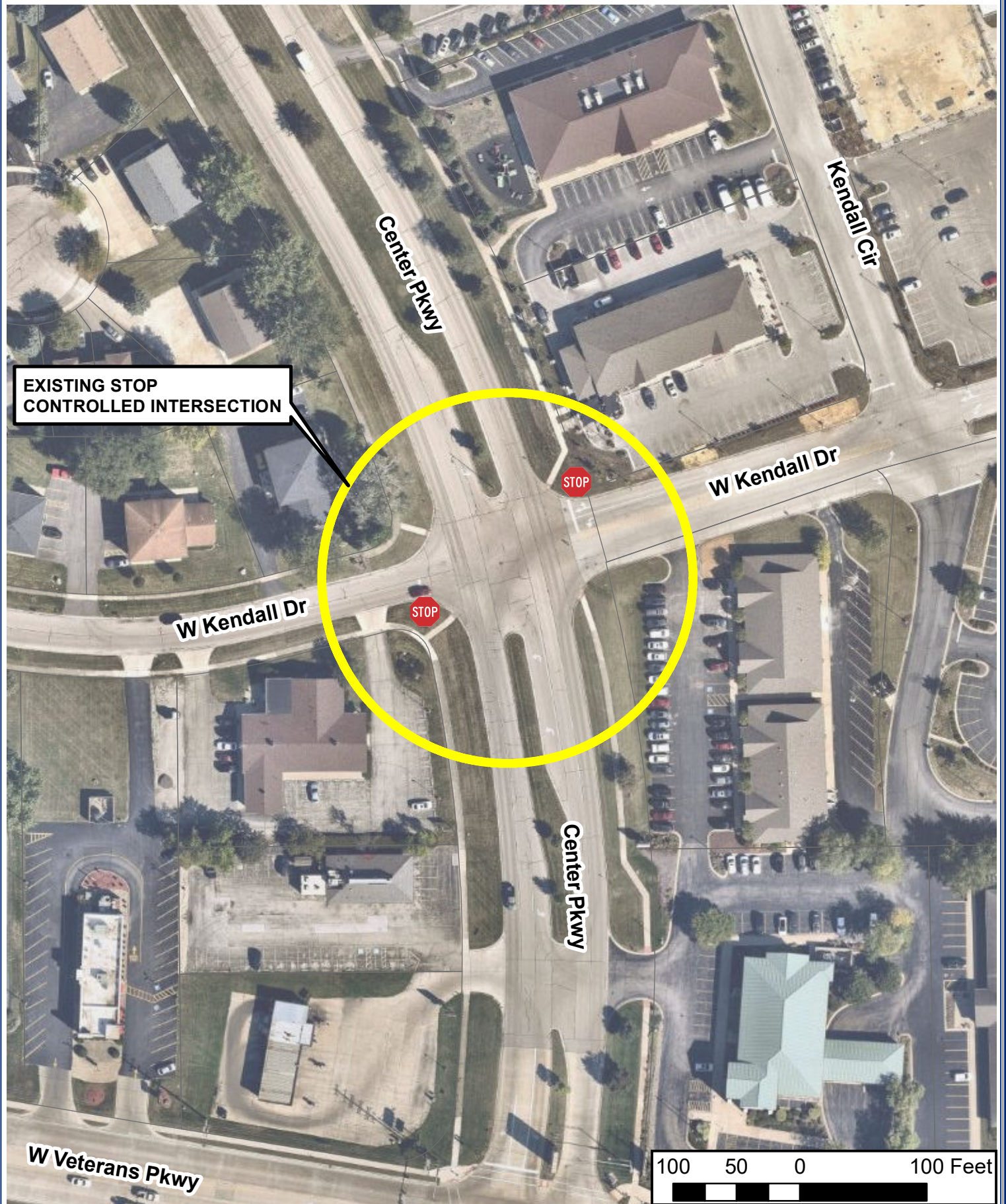
Alternative No. 1

Description	Estimated Savings
Future Pavement Maintenance (Mill/Resurfacing)	\$160,000
Median Maintenance	\$140,000
Total	\$300,000

Alternative No. 2

Description	Estimated Savings
Future Pavement Maintenance (Mill/Resurfacing)	\$130,000
Median Maintenance	\$45,000
Total	\$175,000

Center Parkway and West Kendall Drive Existing Design and Analysis



**EXISTING STOP
CONTROLLED INTERSECTION**

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
 Page 29

DATE:	JANUARY 2024
PROJECT NO.:	YO1107
BY:	KKP
PATH:	HGIS/PUBLIC/YORKVILLE2011
FILE:	©1107_Center Pkwy & West Kendall Dr Analysis - Existing

**CENTER PARKWAY &
WEST KENDALL DRIVE
STOP SIGN ANALYSIS**



**UNITED CITY OF YORKVILLE
MULTI-WAY STOP
PRELIMINARY ENGINEERING EVALUATION**

Location: Center Parkway and West Kendall Drive

Primary Criteria to Consider*

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
			C. Minimum Volumes:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The vehicular volume entering the intersections from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined vehicular, pedestrian, and bicycle volume entering the intersections from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values, criterion C.3 is excluded from this condition.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. The need to control left-turn conflicts;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Based on a preliminary review of the criteria for a multi-way stop sign the following action is recommended:

- Criteria are clearly met recommending installation of a multi-way stop
- Criteria are not clearly met at this time - no further action recommended
- Criteria may or may not be met - additional engineering study required

By: Gabriel Braboy Date: 1/3/2024

Project Engineer
Title

By: _____ Date: _____

Title

* Based upon Professional Engineer's Review
** Manual on Uniform Traffic Control Devices (MUTCD)



WEST KENDALL DRIVE – WESTBOUND
APPROACH

LOOKING WEST



WEST KENDALL DRIVE – WESTBOUND
APPROACH

LOOKING NORTH



WEST KENDALL DRIVE – WESTBOUND
APPROACH

LOOKING SOUTH



CENTER PARKWAY – SOUTHBOUND
APPROACH

LOOKING SOUTH



CENTER PARKWAY – SOUTHBOUND
APPROACH

LOOKING EAST



CENTER PARKWAY – SOUTHBOUND
APPROACH

LOOKING WEST



WEST KENDALL DRIVE – EASTBOUND
APPROACH

LOOKING EAST



WEST KENDALL DRIVE – EASTBOUND
APPROACH

LOOKING NORTH



WEST KENDALL DRIVE – EASTBOUND
APPROACH

LOOKING SOUTH



CENTER PARKWAY – NORTHBOUND
APPROACH

LOOKING NORTH



CENTER PARKWAY – NORTHBOUND
APPROACH

LOOKING WEST



CENTER PARKWAY – NORTHBOUND
APPROACH

LOOKING EAST

ILLINOIS TRAFFIC CRASH REPORT

Sheet 1 of 1 Sheets



IY003



X003191768

DRAC	TRFD	TRFC	WEAT	DRVA	VIS	VEHD	LGHT	COLL	MANV	
12	1	2	4	2	1	99	1	99	1	1
U1	U2				U2	U1	U2		U1	U2

INVESTIGATING AGENCY: **Yorkville Police Department**

DAMAGE TO ANY ONE PERSON'S VEHICLE / PROPERTY: \$500 OR LESS, \$501 - \$1,500, OVER \$1,500

TYPE OF REPORT: ON SCENE, NOT ON SCENE (DESK REPORT), AMENDED

AGENCY CRASH REPORT NO.: **23-1910**

TRFW: **14**

VEHT: **1**

ADDRESS NO.: **WEST KENDALL DRIVE**

HIGHWAY OR STREET NAME: **YORKVILLE**

CITY: **YORKVILLE**

COUNTY: **KENDALL**

DATE OF CRASH: **10/14/2023**

TIME: **1:49**

INTERSECTION RELATED: Y, N

PRIVATE PROPERTY: Y, N

HIT & RUN: Y, N

DOORING WITH PEDALCYCLIST?: Y, N

OF MOTOR VEHICLES INVLD: **2**

FLOW CONDITION: SLOW, STOPPED, FREE FLOW

DRIVER: DRIVER, PARKED, DRIVERLESS, PED, PEDAL, EQUUS, NMV, NCV, DV

NAME (LAST, FIRST, M): [REDACTED]

DATE OF BIRTH: [REDACTED]

MAKE: **TOYOTA**, MODEL: **PRIUS**, YEAR: **2015**

CIRCLE NUMBER(S) FOR DAMAGED AREA(S): **3**

TOWED DUE TO CRASH: Y, N

FIRE: Y, N

DISTRACTED: Y, N

COM VEH: Y, N

STREET ADDRESS: [REDACTED]

CITY: [REDACTED], STATE: [REDACTED], ZIP: [REDACTED]

INJ: **K**, EJCT: **1**, EPTH: **0**

PLATE NO.: [REDACTED], STATE: **IL**, YEAR: **2023**

VIN: **JTDKDTB30F1579984**

INSURANCE CO.: [REDACTED]

EMERGENCY CONTACT: [REDACTED]

PHONE NUMBER: [REDACTED]

EMERGENCY CONTACT: [REDACTED]

PHONE NUMBER: [REDACTED]

INSURANCE CO.: [REDACTED]

EXPIRED: Y, N

EMS AGENCY: **Bristol/Kendall Fire Department**

HOSPITAL (TAKEN TO): [REDACTED]

INCIDENT RESPONDER: Y, N

DRIVER: DRIVER, PARKED, DRIVERLESS, PED, PEDAL, EQUUS, NMV, NCV, DV

NAME (LAST, FIRST, M): [REDACTED]

DATE OF BIRTH: [REDACTED]

MAKE: **CADILLAC**, MODEL: **SRX**, YEAR: **2015**

CIRCLE NUMBER(S) FOR DAMAGED AREA(S): **12**

TOWED DUE TO CRASH: Y, N

FIRE: Y, N

DISTRACTED: Y, N

COM VEH: Y, N

STREET ADDRESS: [REDACTED]

CITY: [REDACTED], STATE: [REDACTED], ZIP: [REDACTED]

INJ: **O**, EJCT: **1**, EPTH: **0**

PLATE NO.: [REDACTED], STATE: **IL**, YEAR: **2023**

VIN: **3GYFNB30F5617243**

INSURANCE CO.: **American Access**

EMERGENCY CONTACT: [REDACTED]

PHONE NUMBER: [REDACTED]

EMERGENCY CONTACT: [REDACTED]

PHONE NUMBER: [REDACTED]

INSURANCE CO.: [REDACTED]

EXPIRED: Y, N

EMS AGENCY: **Bristol/Kendall Fire Department**

HOSPITAL (TAKEN TO): [REDACTED]

INCIDENT RESPONDER: Y, N

(UNIT)	(SEAT)	(DOB)	(SEX)	(SAFT)	(AIR)	(INJ)	(EJCT)	(EPTH)	PASSENGERS &	(HOSP)
W		[REDACTED]	[REDACTED]						[REDACTED]	

DAMAGED PROPERTY OWNER NAME: [REDACTED]

DAMAGED PROPERTY: [REDACTED]

POLICE NOTIFIED: **10/14/2023** TIME: **1:50**

EMERGENCY CONTACT: [REDACTED]

PHONE NUMBER: [REDACTED]

EMERGENCY CONTACT: [REDACTED]

PHONE NUMBER: [REDACTED]

INSURANCE CO.: [REDACTED]

EXPIRED: Y, N

EMS AGENCY: **Bristol/Kendall Fire Department**

HOSPITAL (TAKEN TO): [REDACTED]

INCIDENT RESPONDER: Y, N

ARREST NAME: [REDACTED]

ARREST NAME: [REDACTED]

OFFICER ID: **226**

SIGNATURE: **Kyle Davis**

BEAT / DIST.: [REDACTED]

SUPERVISOR ID: **Behr Pfizenmaier, 210**

COURT DATE: [REDACTED]

TIME: AM, PM

Workers present?: Y, N

X003191768

A **Diagram** and **Narrative** are required on all **Type B** crashes, even if units have been moved prior to the officer's arrival.



NARRATIVE (refer to vehicle by unit #)

While Unit 2 (maroon Cadillac) was traveling north bound on Center Parkway approaching the intersection of West Kendall Drive, Unit 1 (red Toyota) who was east bound on West Kendall Drive proceeded east bound from the stop sign, entering the path of Unit 2 causing Unit 2's front bumper to strike Unit 1's passenger side doors.

Both units spun from the impact. Unit 2 ultimately came to rest on Center Parkway facing south in the north bound lane. Unit 1 came to rest on West Kendall Drive facing north, at the north east corner of the intersection.

Unit 2 driver was out of the vehicle upon police arrival and had no apparent or reported injuries.

LOCAL USE ONLY

U1 Race: **W**

U2 Race: **H**

U1 COLOR **Red** U2 COLOR **Maroon** U1 Drug 1 **000** U1 Drug 2 U2 Drug 1 **000** U2 Drug 2

U1 TOWED DUE TO DISABLING DAMAGE NOT DISABLING DAMAGE DAMAGE EXTENT: **3** U1 TOWED BY / TO: **GRANT TOWING**

U2 TOWED DUE TO DISABLING DAMAGE NOT DISABLING DAMAGE DAMAGE EXTENT: **3** U2 TOWED BY / TO: **KENDALL CO TOWING**

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT _____

CARRIER NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

MOTOR CARR. ID Interstate Intrastate
 Not In Comm./Govt. Not In Comm./Other

USDOT NO. _____ ILLCC NO. _____

Source of above
 Side of Truck Papers Driver Log Book
 GVWR/GCWR
 <10,000 10,000 - 26,000 >26,000

Were HAZMAT placards on vehicle? Yes No

If yes, name on placard _____

4 digit UN NO. _____ 1 digit Hazard Class NO. _____

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? Yes No Unknown

Did HAZMAT Regulations violation contribute to the crash? Yes No Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash? Yes No Unknown

Was a Driver/Vehicle Examination Report form completed?

HAZMAT Yes No Unknown Out of Service Yes No

MCS Yes No Unknown Out of Service Yes No

Form Number _____

IDOT PERMIT NO. _____ WIDELOAD? Y N

TRAILER VIN 1 _____

TRAILER VIN 2 _____

TRAILER WIDTH(S) 0 - 96" 97 - 102" > 102"
 TRAILER 1
 TRAILER 2

TRAILER LENGTH(S) 1 _____ft 2 _____ft

TOTAL VEHICLE LENGTH _____ft NO. OF AXLES _____

SELECT CODES FROM BACK OF CRASH BOOKLET

VEHICLE CONFIG. _____ CARGO BODY TYPE _____ LOAD TYPE _____

Narrative

Both units were towed from the scene.

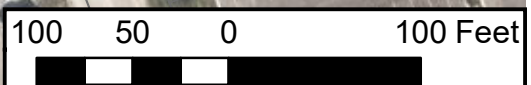
Unit 1 driver was removed by medics for life threatening injuries and transported to Rush Copley-Aurora. Unit 1 driver was air lifted from Rush Copley-Aurora to Rush University Medical Center-Chicago. On 10-15-2023 I was advised the driver of Unit 1 had passed away.

Illinois State Police reconstructed the traffic crash. (See ISP's report for details).

Countryside Parkway and East Kendall Drive Existing Design and Analysis



**EXISTING STOP
CONTROLLED INTERSECTION**



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
 Page 42

DATE:	JANUARY 2024
PROJECT NO.:	YO1107
BY:	KKP
PATH:	H:\GIS\PUBLIC\YORKVILLE\20111
FILE:	01107 - Countryside Park & East Kendall Dr. Stop Signs - Final

**COUNTRYSIDE PARKWAY &
EAST KENDALL DRIVE
STOP SIGN ANALYSIS**



**UNITED CITY OF YORKVILLE
MULTI-WAY STOP
PRELIMINARY ENGINEERING EVALUATION**

Location: Countryside Parkway and East Kendall Drive

Primary Criteria to Consider*

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
			C. Minimum Volumes:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. The vehicular volume entering the intersections from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined vehicular, pedestrian, and bicycle volume entering the intersections from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values, criterion C.3 is excluded from this condition.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. The need to control left-turn conflicts;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Based on a preliminary review of the criteria for a multi-way stop sign the following action is recommended:

- Criteria are clearly met recommending installation of a multi-way stop
- Criteria are not clearly met at this time - no further action recommended
- Criteria may or may not be met - additional engineering study required

By: Gabriel Braboy Date: 1/8/2024

Project Engineer
Title

By: _____ Date: _____

Title

* Based upon Professional Engineer's Review
** Manual on Uniform Traffic Control Devices (MUTCD)



Engineering Enterprises, Inc.

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT MULTIWAY STOP SIGN ANALYSIS

PROJECT NUMBER Y01107

SUBJECT COUNTRYSIDE PKWY

BY GAB

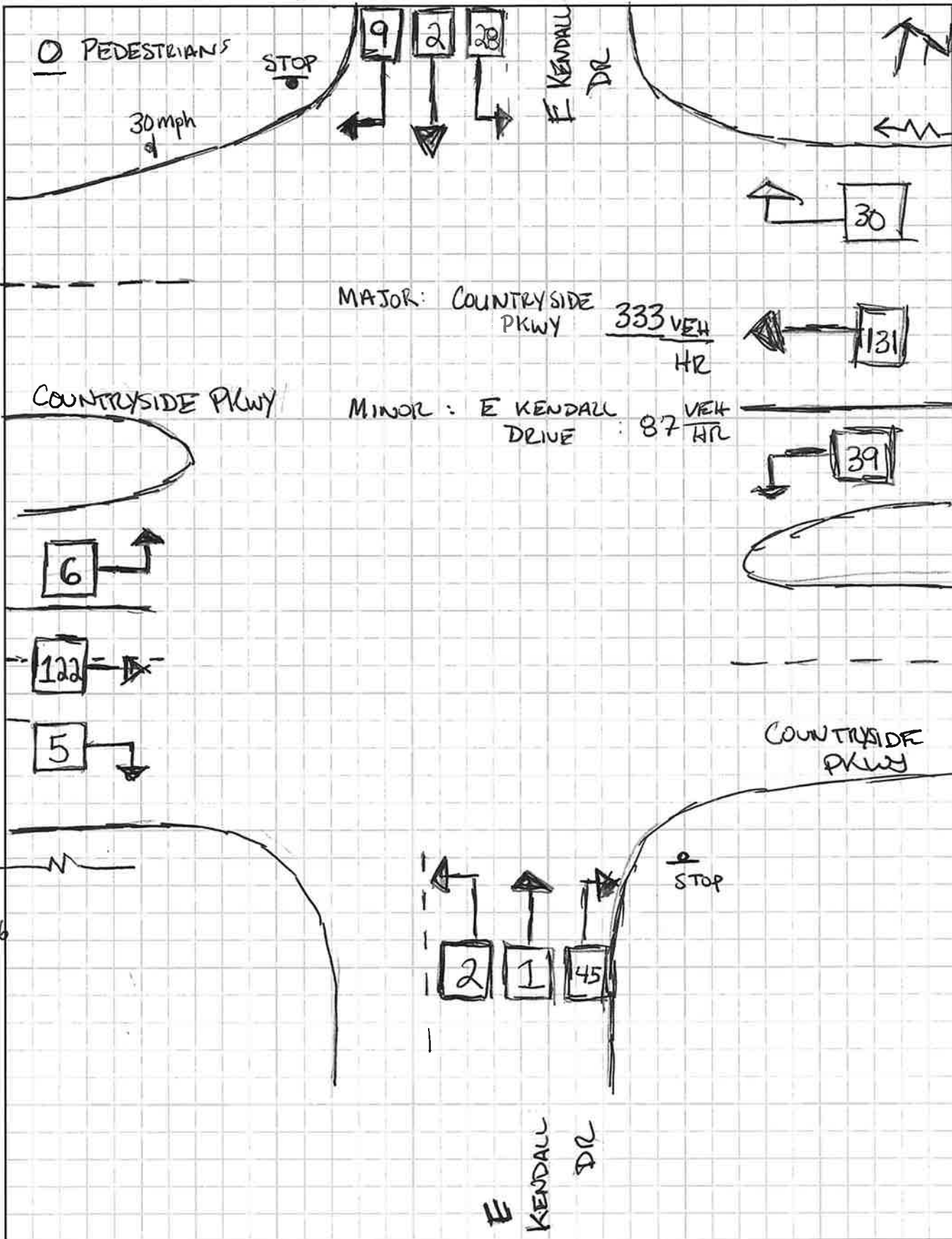
DATE 1/8/24

E KENDALL DR

PAGE 1

OF 1

11:05 AM
-
12:05 PM





COUNTRYSIDE PARKWAY –
EASTBOUND APPROACH

LOOKING EAST



COUNTRYSIDE PARKWAY –
EASTBOUND APPROACH

LOOKING NORTH



COUNTRYSIDE PARKWAY –
EASTBOUND APPROACH

LOOKING SOUTH



COUNTRYSIDE PARKWAY –
WESTBOUND APPROACH

LOOKING WEST



COUNTRYSIDE PARKWAY –
WESTBOUND APPROACH

LOOKING SOUTH



COUNTRYSIDE PARKWAY –
WESTBOUND APPROACH

LOOKING NORTH



EAST KENDALL DRIVE –
NORTHBOUND APPROACH
LOOKING NORTH



EAST KENDALL DRIVE –
NORTHBOUND APPROACH
LOOKING WEST



EAST KENDALL DRIVE –
NORTHBOUND APPROACH
LOOKING EAST



EAST KENDALL DRIVE –
SOUTHBOUND APPROACH
LOOKING SOUTH



EAST KENDALL DRIVE –
SOUTHBOUND APPROACH

LOOKING WEST

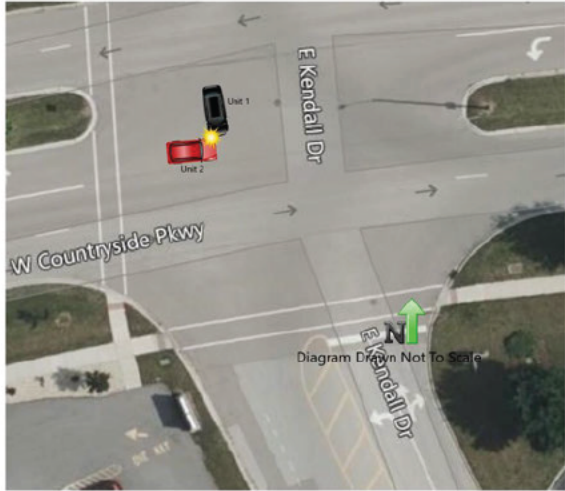


EAST KENDALL DRIVE –
SOUTHBOUND APPROACH

LOOKING EAST

X003268864

A **Diagram** and **Narrative** are required on all **Type B** crashes, even if units have been moved prior to the officer's arrival.



NARRATIVE (refer to vehicle by unit #)

Unit 2 was traveling eastbound on W Countryside Pkwy, approaching the E Kendall Dr intersection. Unit 1 was stopped at the stop sign of E Kendall Dr traveling southbound.

Unit 1 proceeded into the intersection to continue southbound. Unit 1 failed to yield to Unit 2 traveling through the intersection. Unit 1's front passenger side bumper struck Unit 2's front driver's side bumper.

Both units advised of no injuries. Unit 2 requested Area 47 for the damage. Unit 1 did not need a tow.

Report #23-2374 is tied to this incident as result.

LOCAL USE ONLY

U1 Race: **B**

U2 Race: **W**

U1 COLOR Black	U2 COLOR Red	U1 Drug 1 000	U1 Drug 2	U2 Drug 1 000	U2 Drug 2
U1 TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE <input checked="" type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT: 2	U1 TOWED BY / TO:			
U2 TOWED DUE TO <input checked="" type="checkbox"/> DISABLING DAMAGE <input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT: 3	U2 TOWED BY/ TO: AREA 47			

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT _____

CARRIER NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

MOTOR CARR. ID Interstate Intrastate
 Not In Comm./Govt. Not In Comm./Other

USDOT NO. _____ ILLCC NO. _____

Source of above
 Side of Truck Papers Driver Log Book
 GVWR/GCWR
 <10,000 10,000 - 26,000 >26,000

Were HAZMAT placards on vehicle? Yes No

If yes, name on placard _____
 4 digit UN NO. _____ 1 digit Hazard Class NO. _____

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? Yes No Unknown

Did HAZMAT Regulations violation contribute to the crash? Yes No Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash? Yes No Unknown

Was a Driver/Vehicle Examination Report form completed?

HAZMAT Yes No Unknown Out of Service Yes No
 MCS Yes No Unknown Out of Service Yes No

Form Number _____

IDOT PERMIT NO. _____ WIDELOAD? Y N

TRAILER VIN 1 _____

TRAILER VIN 2 _____

TRAILER WIDTH(S)	0 - 96"	97 - 102"	> 102"
TRAILER 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRAILER 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TRAILER LENGTH(S) 1 _____ft 2 _____ft
 TOTAL VEHICLE LENGTH _____ft NO. OF AXLES _____

SELECT CODES FROM BACK OF CRASH BOOKLET
 VEHICLE CONFIG. _____ CARGO BODY TYPE _____ LOAD TYPE _____

ILLINOIS TRAFFIC CRASH REPORT

Sheet 1 of 1 Sheets



IY003



X001873110

DRAC	TRFD	TRFC	WEAT	DRVA	VIS	VEHD	LGHT	COLL	MANV	
1	1	2	4	1	5	1	1	1	1	1
U1	U2				U2	U1	U2		U1	U2

INVESTIGATING AGENCY Yorkville Police Department	DAMAGE TO ANY ONE PERSON'S VEHICLE / PROPERTY <input type="checkbox"/> \$500 OR LESS <input type="checkbox"/> \$501 - \$1,500 <input checked="" type="checkbox"/> OVER \$1,500	TYPE OF REPORT <input checked="" type="checkbox"/> ON SCENE <input type="checkbox"/> NOT ON SCENE (DESK REPORT) <input type="checkbox"/> AMENDED	<input checked="" type="checkbox"/> A No Injury / Drive Away <input type="checkbox"/> B Injury and / or Tow Due to Crash	YR 20	AGENCY CRASH REPORT NO. 20-0431	TRFW 3
ADDRESS NO.	HIGHWAY OR STREET NAME COUNTRYSIDE PARKWAY	<input checked="" type="checkbox"/> City YORKVILLE	INTERSECTION RELATED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	DATE OF CRASH 3/12/2020	TIME 9:58	VEHT 15
(CIRCLE) FT / MI <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	(CIRCLE) EAST KENDALL DRIVE	COUNTY KENDALL	PRIVATE PROPERTY <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	DOORING WITH PEDALCYCLIST? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	# OF MOTOR VEHICLES INVLD 2	U1 15

[REDACTED DRIVER INFORMATION]

DATE OF BIRTH [REDACTED]	MAKE VOLKSWAGEN	MODEL TIGUAN	YEAR 2020	CIRCLE NUMBER(S) FOR DAMAGED AREA(S) 00 - NONE 13 - UNDER CARRIAGE 14 - TOTAL (ALL) 15 - OTHER 99 - UNKNOWN	FRONT VIEW DIAGRAM 12 TOP 16 6 REAR	TOWED DUE TO CRASH <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
SEX F	SAFT 2	AIR 4	AUTOMATION SYSTEM <input type="checkbox"/> Y <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	LEVEL IN VEH. <input type="checkbox"/> Y <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	LEVEL ENGAGED AT CRASH	FIRE <input checked="" type="checkbox"/> Y <input type="checkbox"/> N
INJ 0	EJCT 1	EPHT 0	PLATE NO. [REDACTED]	STATE IL	YEAR 2020	DISTRACTED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N * Distraction Value
DATE CLASS R C	CDL ID 9	VIN 3VV0B7AX0LM033565	INSURANCE CO. State Farm	POINT OF FIRST CONTACT 1	EXPIRED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	COM VEH <input type="checkbox"/> Y <input checked="" type="checkbox"/> N * IF YES SEE SIDEBAR

[REDACTED DRIVER INFORMATION]

DATE OF BIRTH [REDACTED]	MAKE INFINITI	MODEL FX35	YEAR 2007	CIRCLE NUMBER(S) FOR DAMAGED AREA(S) 00 - NONE 13 - UNDER CARRIAGE 14 - TOTAL (ALL) 15 - OTHER 99 - UNKNOWN	FRONT VIEW DIAGRAM 12 TOP 16 6 REAR	TOWED DUE TO CRASH <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
SEX F	SAFT 2	AIR 4	AUTOMATION SYSTEM <input type="checkbox"/> Y <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	LEVEL IN VEH. <input type="checkbox"/> Y <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	LEVEL ENGAGED AT CRASH	FIRE <input checked="" type="checkbox"/> Y <input type="checkbox"/> N
INJ 0	EJCT 1	EPHT 0	PLATE NO. [REDACTED]	STATE IL	YEAR 2020	DISTRACTED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N * Distraction Value
STATE CLASS IL D	CDL ID 9	VIN JNRS08W57X201577	INSURANCE CO. none	POINT OF FIRST CONTACT 7	EXPIRED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	COM VEH <input type="checkbox"/> Y <input checked="" type="checkbox"/> N * IF YES SEE SIDEBAR

HOSPITAL (TAKEN TO)	INCIDENT RESPONDER <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	IF "Y" OWNER STREET, CITY, STATE, ZIP [REDACTED]	PHONE NUMBER [REDACTED]
---------------------	--	--	----------------------------

(UNIT)	(SEAT)	(DOB)	(SEX)	(SAFT)	(AIR)	(INJ)	(EJCT)	(EPHT)	PASSENGERS & WITNESSES ONLY	(NAME) / (ADDR) / (TEL)	(HOSP)	(EMS)

UNIT 1	(EVNO)	(MOST)	(EVNT)	(LOC)	DAMAGED PROPERTY OWNER NAME	DAMAGED PROPERTY	POLICE NOTIFIED 3/12/2020	TIME 10:00	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Did crash occur in a Work Zone? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
	1	<input checked="" type="checkbox"/>	11	4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<input type="checkbox"/> AM <input type="checkbox"/> PM	If YES check one below: <input type="checkbox"/> Construction <input type="checkbox"/> Maintenance <input type="checkbox"/> Utility <input type="checkbox"/> Unknown work zone type	
	2	<input type="checkbox"/>							<input type="checkbox"/> AM <input type="checkbox"/> PM		
UNIT 2	(EVNO)	(MOST)	(EVNT)	(LOC)	ARREST NAME	SECTION	CITATION NO.	EMS ARRIVED	TIME	<input type="checkbox"/> AM <input type="checkbox"/> PM	
	1	<input checked="" type="checkbox"/>	11	4	REYES-MORALES, EDNA E	3-707	53964			<input type="checkbox"/> AM <input type="checkbox"/> PM	
	2	<input type="checkbox"/>								<input type="checkbox"/> AM <input type="checkbox"/> PM	
	3	<input type="checkbox"/>			ARREST NAME	SECTION	CITATION NO.	ROAD CLEARANCE	TIME	<input type="checkbox"/> AM <input type="checkbox"/> PM	
	3	<input type="checkbox"/>			227	Chris Jeka	06 02			<input type="checkbox"/> AM <input type="checkbox"/> PM	
					OFFICER ID.	SIGNATURE	BEAT / DIST.	SUPERVISOR ID.	COURT DATE	TIME	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
					227	Chris Jeka		Andrew Jeleniewski, 203	4/29/2020	8:30	Workers present? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N

X001873110

A **Diagram** and **Narrative** are required on all **Type B** crashes, even if units have been moved prior to the officer's arrival.

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

- 1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
- 2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
- 3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
- 4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
- 5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT _____

CARRIER NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

MOTOR CARR. ID Interstate Intrastate
 Not In Comm./Govt. Not In Comm./Other

USDOT NO. _____ ILLCC NO. _____

Source of above
 Side of Truck Papers Driver Log Book
 GVWR/GCWR
 <10,000 10,000 - 26,000 >26,000

Were HAZMAT placards on vehicle? Yes No
 If yes, name on placard _____
 4 digit UN NO. _____ 1 digit Hazard Class NO. _____

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)? Yes No Unknown

Did HAZMAT Regulations violation contribute to the crash? Yes No Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash? Yes No Unknown

Was a Driver/Vehicle Examination Report form completed?
 HAZMAT Yes No Unknown Out of Service Yes No
 MCS Yes No Unknown Out of Service Yes No
 Form Number _____

IDOT PERMIT NO. _____ WIDELOAD? Y N
 TRAILER VIN 1 _____
 TRAILER VIN 2 _____

TRAILER WIDTH(S) 0 - 96" 97 - 102" > 102"
 TRAILER 1
 TRAILER 2
 TRAILER LENGTH(S) 1 _____ft 2 _____ft
 TOTAL VEHICLE LENGTH _____ft NO. OF AXLES _____

SELECT CODES FROM BACK OF CRASH BOOKLET
 VEHICLE CONFIG. _____ CARGO BODY TYPE _____ LOAD TYPE _____

NARRATIVE (refer to vehicle by unit #)

Unit 1 was traveling South and East Kendall Drive at Countryside Parkway. Unit 1 was attempting to turn left to travel East on Countryside Parkway. Unit 2 was traveling East on Countryside parkway. Unit 1 turned left and entered the intersection. The front passenger's end of Unit 1 struck the rear drivers side bumper of Unit 2 causing moderate damage. No injuries. Unit 2 denied issuing a citation. Unit 2 was issued a no insurance citation.

LOCAL USE ONLY

N 41.6619
W -88.4449

U1 Race: **W**

U2 Race: **H**

U1 COLOR _____ U2 COLOR _____ U1 Drug 1 **000** U1 Drug 2 **000** U2 Drug 1 **000** U2 Drug 2 **000**

U1 TOWED DUE TO DISABLING DAMAGE NOT DISABLING DAMAGE DAMAGE EXTENT: _____ U1 TOWED BY / TO: _____

U2 TOWED DUE TO DISABLING DAMAGE NOT DISABLING DAMAGE DAMAGE EXTENT: _____ U2 TOWED BY / TO: _____



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

Agenda Item Number

New Business #8

Tracking Number

PW 2024-80

Agenda Item Summary Memo

Title: Construction Engineering Change Order – Faxon Road

Meeting and Date: Public Works Committee – September 17, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: September 12, 2024
Subject: Construction engineering change order – Faxon Road

Summary

Consideration of a change order covering construction engineering services on the City's upcoming Faxon Road repaving project.

Background

This item was last discussed by the City Council in July, when the City Council approved a settlement agreement with TRG covering the Whispering Meadows subdivision, and in May, when the City Council approved a construction engineering agreement with EEI for the 2024 road paving program. Since approval of the TRG settlement agreement, the City has waited for receipt of funds from TRG to complete the Faxon Road repaving work, which is required to be complete by November 1, 2024 per the settlement agreement. TRG has indicated they will be issuing the City the settlement funds by the middle of next week, and has asked us to proceed forward with the work. The City Council has already approved a quote for the paving work contingent upon receipt of the settlement funds. We have notified the contractor of our intent to complete the work in the near future. Accordingly, EEI has submitted a proposal for construction engineering for the Faxon Road repaving.

The EEI proposal for construction engineering is for an estimated value of \$43,798, to be processed as a change order on top of the previous 2024 road program construction engineering contract with EEI for \$239,982. The construction engineering contract will be billed out on an hourly basis. While these project expenses are not budgeted, the costs will be covered by the TRG settlement agreement funds and do not require a FY 25 budget amendment.

Recommendation

Staff recommends approval of the change order covering construction engineering services on the City's upcoming Faxon Road repaving project.



Engineering Enterprises, Inc.

CHANGE ORDER



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

Change Order Number: 1
Change Order Date: 9/24/24

Project Name: 2024 Local Road Program
Project Number: YO2408-P

Description of Work / Scope Change / Reason for Change

The City is receiving funds to complete the improvements on Faxon Road from High Ridge Lane to Twinleaf Trail. The location of additional improvements is shown in Attachment A. This additional scope requires additional construction observation and construction layout. Please find attached a level of effort (Attachment B), and the amounts are summarized below:

Construction Engineering (Hourly) =	\$ 40,128.00
Direct Expenses (Actual Basis) =	\$ 3,670.00
<u>Total Value of Change (Amount) =</u>	<u>\$ 43,798.00</u>

Original Contract Sum	\$	239,982.00
Net change by previous authorized Change Orders	\$	0.00
Contract Sum prior to the Change Order	\$	239,982.00
Sum of this Change Order	\$	43,798.00
New Contract Sum	\$	283,780.00

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

Authorized by Owner/Client/Agent:

By: _____

By: _____

Date: _____

Date: _____



LEGEND

 Remove 4.5", Pave 4.5" Binder & 1.5" Surface

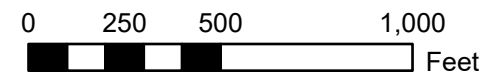
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com



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

NO.	DATE	REVISIONS

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



**Whispering Meadows
 Remaining Paving**



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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2408-P	
PROJECT TITLE		DATE	PREPARED BY
2024 Local Road Program - Construction Engineering - Change Order #1 (Faxon Road Addition)		9/10/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$210	\$186	\$168	\$175	\$164	\$72		
CONSTRUCTION ENGINEERING											
3.1	Contract Administration		1	8	4					13	\$ 2,670
3.2	Construction Layout			2	8					10	\$ 1,908
3.3	Observation and Documentation		1	8	180				2	191	\$ 35,550
Insert Task Subtotal:			2	18	192	-	-	-	2	214	\$ 40,128
PROJECT TOTAL:			2	18	192	-	-	-	2	214	40,128

EEl STAFF

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

DIRECT EXPENSES	
Printing/Scanning =	\$ -
Rubino (Material Testing) =	\$ 2,500
Vehicle Charges (\$65/day) =	\$ 1,170
DIRECT EXPENSES =	\$ 3,670

LABOR SUMMARY	
EEl Labor Expenses =	\$ 40,128
TOTAL LABOR EXPENSES	\$ 40,128

TOTAL COSTS	\$ 43,798
--------------------	------------------



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

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$239,982 The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

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

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

L. Notices:

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

For the City:

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

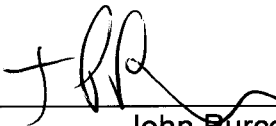
For the ENGINEER:

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

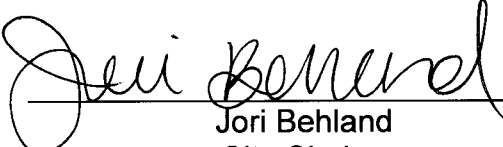
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this 31st day of May, 2024.

United City of Yorkville:

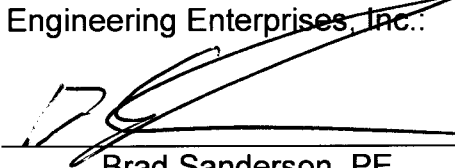


John Purcell
Mayor



Jori Behland
City Clerk

Engineering Enterprises, Inc.:



Brad Sanderson, PE
Chief Operating Officer / President



Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment B – Scope of Services

CONSTRUCTION ENGINEERING:

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

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

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

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

EEL STAFF

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

DIRECT EXPENSES	
Printing/Scanning =	\$ -
Rubino (Material Testing) =	\$ 8,550
Vehicle Charges (\$65/day) =	\$ 7,800
DIRECT EXPENSES =	\$ 16,350

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

TOTAL COSTS	\$ 239,982
--------------------	-------------------



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER					
United City of Yorkville		YO2408-P					
PROJECT TITLE		DATE			PREPARED BY		
2024 Local Road Program - Construction Engineering		5/13/24			CJO		
TASK NO.	TASK DESCRIPTION	2024					
		JUN	JUL	AUG	SEP	OCT	NOV
3.1	Contract Administration						
3.2	Construction Layout						
3.3	Observation and Documentation						





CITYWIDE SIDEWALK REPAIR

Legend

— Project Limits

Engineering Enterprises, Inc.
 51 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 366-6700
 www.eeinc.com

United City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560

2024 LOCAL ROAD PROGRAM
 UNITED CITY OF
 YORKVILLE, ILLINOIS

ATTACHMENT E
LOCATION MAP





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