



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, October 15, 2024

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: September 17, 2024

New Business:

1. PW 2024-81 Capital Improvement Projects Update
2. PW 2024-82 Quarterly Bond and Letter of Credit Reduction Summary
3. PW 2024-83 Grande Reserve – Unit 6 Acceptance
4. PW 2024-84 Northpointe – Sign Easement
5. PW 2024-85 QuikTrip – Easement Plat
6. PW 2024-86 2025 Road to Better Roads Program – Design Engineering Agreement
7. PW 2024-87 2025 Local Road Program – Design Engineering Agreement
8. PW 2024-88 East Alley Water Main Improvements – Design Engineering Agreement
9. PW 2024-89 Well No. 10 and Well No. 7 Water Treatment Plant Electrical Improvements – Recommendation of Award
10. PW 2024-90 Well No. 10 and Well No. 7 Water Treatment Plant Electrical Improvements – Construction Engineering Agreement
11. PW 2024-91 Lake Michigan – WIFIA Loan Application Change Order and Contract Amendment
12. PW 2024-92 Meeting Schedule for 2025
13. PW 2024-93 Grace Holistic Parking – Garden Street

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, October 15, 2024
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. September 17, 2024

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

NEW BUSINESS:

1. PW 2024-81 Capital Improvement Projects Update

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

2. PW 2024-82 Quarterly Bond and Letter of Credit Reduction Summary

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2024-83 Grande Reserve – Unit 6 Acceptance

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2024-84 Northpointe – Sign Easement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2024-85 QuikTrip – Easement Plat

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2024-86 2025 Road to Better Roads Program – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2024-87 2025 Local Road Program – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2024-88 East Valley Water Main Improvements – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2024-89 Well No. 10 and Well No. 7 Water Treatment Plant Electrical Improvements –
Recommendation of Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2024-90 Well No. 10 and Well No. 7 Water Treatment Plant Electrical Improvements –
Construction Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2024-91 Lake Michigan – WIFIA Loan Application Change Order and Contract Amendment

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

12. PW 2024-92 Meeting Schedule for 2025

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

13. PW 2024-93 Grace Holistic Parking – Garden Street

☐ 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 – September 17, 2024

Meeting and Date: Public Works Committee – October 15, 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, September 17, 2024, 6:00pm
Yorkville City Hall, East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL**

IN ATTENDANCE:

Committee Members

Chairman Ken Koch
Alderman Craig Soling

Alderman Rusty Corneils
Alderman Matt Marek (via Zoom)

Other City Officials

City Administrator Bart Olson
Assistant City Administrator Erin Willrett

Public Works Director Eric Dhuse
Engineer Brad Sanderson, EEI

Other Guests:

Joey Weslo, *Kendall County Record* (via Zoom)

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

Citizen Comments: None

Previous Meeting Minutes: August 20, 2024

The minutes were approved as presented.

New Business:

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

Mr. Sanderson suggested moving ahead with design and bids early in 2025 for the most lucrative prices. A new 5-year plan will be brought forward likely in January or February. It will include traditional funding along with MFT funding and additional funds to address subdivision work. Two separate contracts are anticipated. He said Bristol Bay, Waterpark Way, Prairie Meadows and Heartland would be included. He said the city would need to budget money for the projects in conjunction with water main projects. He said funds are also set aside for pavement cracking and some 20-year old concrete streets also need attention. He also discussed pavement rejuvenation saying it is a program to apply a coating to the asphalt the year after streets are paved and it rejuvenates the asphalt for additional years of use. The recommendation adds up to about \$5 million and MFT funds would cover a portion of it. Alderman Marek asked how much it will cost to replace the water main by Hydraulic. Mr. Sanderson replied it would be about \$4 million with \$200,000--\$250,000 for roadwork. He said most of the water main costs would be covered by the water main replacement program. The committee made a positive recommendation and it moves forward to City Council

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

Mr. Dhuse recalled that the Council had approved EEI as the engineer for this project and this agreement is the final step. This is an STP (Surface Transportation Program) project, so the cost to the city is 20% of \$54,940 or about \$11,000. He recommends approval and the committee agreed, moving it to the consent agenda.

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

Engineer Sanderson said this is the same project as the previous agenda item. This is a standard agreement that the state enters into where federal funding is involved and there will be a 80/20 cost split. A resolution is required since it is a federal project. The committee approved and it moves forward to the consent agenda.

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

Mr. Dhuse said he had been seeking a boom mower for mowing steep ditches, and near tree lines, however, one was not found within the budget. Currently the employees have been doing this work by hand or with a weed whacker. Budget approval was eventually given for a Trackless which had a boom flail attachment available. This was budgeted in 2024, but not spent and did not carry over as a separate line item. There is money in the budget to cover this. This will move to the regular agenda.

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

Mr. Dhuse explained this is a joint contract since the Police Department also uses Gjovik. The rates did raise, however, the city would pay an hourly rate of \$125, compared to the \$189 most consumers would pay. Pickups and 1-ton trucks would be serviced there. It is a one-year contract with options to renew. The committee recommended approving this contract and it moves to the regular agenda.

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

This is a second easement necessary for construction of water main and it has been executed by the church, explained Mr. Sanderson. He recommended acceptance. Mr. Olson said that in the ordinance there is a grant of one water connection for the church in the agreement. This has been done historically for properties which the city wishes to annex, said Mr. Olson. With the committee's recommendation, this will move forward to the Council consent agenda.

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

Mr. Sanderson recalled that he was requested to look at these intersections for a multi-stop analysis. The engineers determined that Center/West Kendall and Countryside/E. Kendall do not meet the requirements for multi-way stops and so no changes are recommended. He said Countryside Parkway and Center Parkway could be converted to a multi-way stop. He said the intersection itself does not align and traffic has increased. The pedestrian crossings are also not aligned and it would require reconstruction and widening. The cost would be roughly \$500,000. Other solutions could include a round-about, however, there is no cost estimate for that. Mr. Sanderson requested committee input.

It was noted that drivers use this area as a cut-through. With reconstruction, the lighting would also be improved. Alderman Corneils said a 4-way stop wouldn't be helpful since drivers do not stop at the 2-way stops. Alderman Marek asked if traffic is different due to the hotel and restaurants. It has remained steady. Most of the people using the park, walk there. It was decided that all Council members should discuss this and a round-about cost estimate will be also be provided for discussion in October at a Council meeting.

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

Mr. Olson said TRG settlement funds will be coming in and a change order has already been approved for Faxon Rd. work to be started. An engineering agreement is needed for that work which is about \$44,000. It is being

processed as a change order along with the existing engineering agreement for the Road to Better Roads. He recommends approval. There will be a small spot in front of Kylyn's Ridge that will not be completed, but it is hoped it can be done as well. This moves to the consent agenda with committee approval.

Old Business: None

Additional Business: None

There was no further business and the meeting adjourned at 6:32pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2024-81

Agenda Item Summary Memo

Title: Capital Project Update

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: A status update on projects will be given.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson
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: October 7, 2024
Subject: Capital Improvement Projects Update

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

Construction Projects

2024 Water Main Replacement Program – Contract A
Construction is substantially complete.

2024 Water Main Replacement Program – Contract B
Construction is substantially complete.

Well 10 Raw Water Main
Construction is substantially complete.

Well 10
Work is expected to begin in early November. The contract completion date is April 2025.

YBSD/Center Street Water Main
A preconstruction meeting is planned for October 10th. Work should begin soon.

2024 RTBR
Construction is substantially complete.

2024 Local Road Program
Work is underway and progressing. The Faxon Road work has been added to the contract. The expected completion date is October 31st.

Planning/Design Projects

WIFIA Loan Application
The application is complete and processing is underway. B-weekly calls with WIFIA are occurring.

Water Rate Study
The planning effort has commenced. We are anticipating a December / January presentation.

Rt 47 Water Main Replacement – Water Park Way to Jericho
Design engineering has begun and is approximately 95% complete.

Well No. 10 and Well No. 7 Electrical Improvements
The project was bid on October 3rd.

Eldamain Water Main Loop

Design engineering has commenced. We are anticipating a late November letting.

Southern Sanitary Sewer Connection

Design engineering has commenced. We are anticipating a late November letting.

Corneils Sanitary Sewer

Design engineering has commenced. Easement acquisition is in process.

2025 Water Main Replacement

Design engineering has commenced. We are anticipating a February letting.

LM – North Receiving Station

Design engineering has commenced. We are anticipating a February letting.

LM – Northwest Elevated Water Storage Tank

Design engineering has commenced. We are anticipating a February letting.

LM – South Receiving Station

Design engineering has commenced. We are anticipating a March letting.

LM – South Receiving Station Standpipe

Design engineering has commenced. We are anticipating a March letting.

LM – Bluestem Water Main Improvements

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

LM – Rt 126 Water Main Improvements

Design engineering has commenced. We are anticipating a 2026 letting.

Kennedy / Freedom Place Intersection Improvements

Land acquisition is in process.

Van Emmon Street STP

Design engineering is complete. The project is scheduled for a November IDOT letting.

Pavement Management Update

The field acquisition of data is complete. We are targeting a presentation to the PW Committee in January/February.

LM – Faxon and Beecher Road Improvements

Design engineering has commenced. We are anticipating a March letting.



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

Agenda Item Number

New Business #2

Tracking Number

PW 2024-82

Agenda Item Summary Memo

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

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: October 4, 2024
Subject: 2024 Bond/LOC Reduction Summary

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

2024 Bond and Letter of Credit Reduction Report

[illegible]



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

Agenda Item Number

New Business #3

Tracking Number

PW 2024-83

Agenda Item Summary Memo

Title: Grande Reserve – Unit 6 Acceptance

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: September 26, 2024
Subject: Grande Reserve – Unit 6

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements (except for sidewalk and parkway trees noted below), including punch list work, has been completed.

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

There are currently 21 (out of 63 total) undeveloped lots within the unit that still need sidewalk installed and parkway trees planted. The developer owns 10 of the 21 undeveloped lots. The developer continues to sell lots and construction is scheduled for several homes, so we anticipate that most of this work on lots owned by the developer will be completed before the one-year maintenance period expires.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements. In this case, coverage of 120% of the remaining sidewalk and parkway trees is also required.

Original EOPC Value	\$910,865.35
10% of Original EOPC	\$91,086.54
EOPC of Remaining Sidewalk and Trees x 120%	\$115,020.00

Required Value (10% of Original + Remaining) \$206,106.54

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 6 and generally shown on Exhibit B.

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

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

Signature of Seller

Name:_____

Title:_____

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

Notary Public

EXHIBIT A
GRANDE RESERVE - UNIT 6
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	3,836
8" PVC SANITARY SEWER (SDR 21)	FOOT	187
6" SANITARY SERVICE COMPLETE - NEAR	EACH	34
6" SANITARY SERVICE COMPLETE - FAR	EACH	29
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	26
SELECT GRANULAR BACKFILL (CA-7)	FOOT	721
TELEWISE MAINS	FOOT	4,023
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	2,378
8" VALVE & BOX	EACH	3
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	8
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	23
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	20
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	333
STORM SEWER CONSTRUCTION		
4" SUMP PUMP CONNECTION	EACH	40
8" PVC	FOOT	156
12" RCP	FOOT	1,808
15" RCP	FOOT	575
18" RCP	FOOT	78
21" RCP	FOOT	665
24" RCP	FOOT	655
36" RCP	FOOT	245
24" INLET TYPE A W/ FRAME & GRATE	EACH	18
48" MANHOLE W/ FRAME AND LID	EACH	7
60" MANHOLE W/ FRAME AND LID	EACH	10
72" MANHOLE W/ FRAME AND LID	EACH	2
48" CATCH BASIN W/ FRAME & GRATE	EACH	13
60" CATCH BASIN W/ FRAME & GRATE	EACH	2
21" RCP FLARED END SECTION W/ GRATE	EACH	1
24" RCP FLARED END SECTION W/ GRATE	EACH	1
36" RCP FLARED END SECTION W/ GRATE	EACH	1
TRENCH BACKFILL (CA-7)	FOOT	450
TELEWISE STORM SEWER	FOOT	4,026
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	39865
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	14
MISCELLANEOUS		
PARKWAY TREES	EACH	0

ROADWAY	UNIT	QUANTITY
MCLELLAN BLVD	FOOT	1,745
CRYDER WAY	FOOT	1,940
CRYDER CT	FOOT	240

GASB
GRANDE RESERVE - UNIT 6
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY	UNIT PRICE	COST
SANITARY SEWER CONSTRUCTION				
8" PVC SANITARY SEWER (SDR 26)	FOOT	3,836	\$ 20.00	\$ 76,720.00
8" PVC SANITARY SEWER (SDR 21)	FOOT	187	\$ 40.00	\$ 7,480.00
6" SANITARY SERVICE COMPLETE - NEAR	EACH	34	\$ 450.00	\$ 15,300.00
6" SANITARY SERVICE COMPLETE - FAR	EACH	29	\$ 1,200.00	\$ 34,800.00
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	26	\$ 1,950.00	\$ 50,700.00
SELECT GRANULAR BACKFILL (CA-7)	FOOT	721	\$ 36.50	\$ 26,316.50
TELEWISE MAINS	FOOT	4,023	\$ 1.00	\$ 4,023.00
WATER MAIN CONSTRUCTION				
8" DUCTILE IRON WATER MAIN	FOOT	2,378	\$ 21.00	\$ 49,938.00
8" VALVE & BOX	EACH	3	\$ 1,000.00	\$ 3,000.00
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	8	\$ 1,900.00	\$ 15,200.00
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	23	\$ 400.00	\$ 9,200.00
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	20	\$ 800.00	\$ 16,000.00
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	333	\$ 17.50	\$ 5,827.50
STORM SEWER CONSTRUCTION				
4" SUMP PUMP CONNECTION	EACH	40	\$ 250.00	\$ 10,000.00
8" PVC	FOOT	156	\$ 14.00	\$ 2,184.00
12" RCP	FOOT	1,808	\$ 16.00	\$ 28,928.00
15" RCP	FOOT	575	\$ 17.00	\$ 9,775.00
18" RCP	FOOT	78	\$ 19.00	\$ 1,482.00
21" RCP	FOOT	665	\$ 25.00	\$ 16,625.00
24" RCP	FOOT	655	\$ 28.00	\$ 18,340.00
36" RCP	FOOT	245	\$ 38.00	\$ 9,310.00
24" INLET TYPE A W/ FRAME & GRATE	EACH	18	\$ 600.00	\$ 10,800.00
48" MANHOLE W/ FRAME AND LID	EACH	7	\$ 1,050.00	\$ 7,350.00
60" MANHOLE W/ FRAME AND LID	EACH	10	\$ 1,430.00	\$ 14,300.00
72" MANHOLE W/ FRAME AND LID	EACH	2	\$ 3,000.00	\$ 6,000.00
48" CATCH BASIN W/ FRAME & GRATE	EACH	13	\$ 1,300.00	\$ 16,900.00
60" CATCH BASIN W/ FRAME & GRATE	EACH	2	\$ 1,300.00	\$ 2,600.00
21" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 650.00	\$ 650.00
24" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 820.00	\$ 820.00
36" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 1,150.00	\$ 1,150.00
TRENCH BACKFILL (CA-7)	FOOT	450	\$ 10.00	\$ 4,500.00
TELEWISE STORM SEWER	FOOT	4,026	\$ 1.75	\$ 7,045.50
SIDEWALK				
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	39865	\$ 3.75	\$ 149,493.75
STREET LIGHTING				
STREET LIGHT 25' STANDARD, COMPLETE INCLUDING WIRE & TRENCHING, ETC	EACH	14	\$ 2,700.00	\$ 37,800.00
MISCELLANEOUS				
PARKWAY TREES	EACH	0	\$ 350.00	\$ -
TOTAL COST				\$ 670,558.25

GASB
GRANDE RESERVE - UNIT 6
UNITED CITY OF YORKVILLE

ROADWAY	UNIT	QUANTITY	UNIT PRICE		COST
MCLELLAN BLVD	FOOT	1,745	\$	60.25	\$ 105,138.85
CRYDER WAY	FOOT	1,940	\$	60.25	\$ 116,887.89
CRYDER CT	FOOT	240	\$	60.25	\$ 14,460.36
TOTAL		3,925	TOTAL COST		\$ 236,487.10

UNITED CITY OF YORKVILLE

UNIT 6 UNDEVELOPED LOTS (AS OF SEPTEMBER 2024)			
LOT	APPROXIMATE LINEAR FEET OF	NUMBER OF DETECTABLE	
NUMBER	NUMBER OF TREES	SIDEWALK	WARNINGS
432	1	80	0
433	2	250	2
439	2	270	2
442	1	90	0
443	1	90	0
444	1	90	0
446	1	90	0
452	1	50	0
453	2	300	2
454	2	300	2
458	1	80	0
459	1	80	0
469	1	90	0
473	1	95	0
476	1	90	0
477	1	90	0
478	1	90	0
479	1	90	0
481	1	150	0
482	1	85	0
490	2	235	2
TOTAL	25	2705	10
TOTAL	12	1110	2

■ = Property owned by Grande Reserve CHGO ASLI VI LLLP

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

JOB NO:	YO2229-DR
DESIGNED:	EMW
DATE:	9/19/2024
PROJECT TITLE:	GRANDE RESERVE, UNIT 6

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	5,550	\$ 15.00	\$ 83,250.00
2	DETECTABLE WARNING	SQFT	20	\$ 30.00	\$ 600.00
3	PARKWAY TREE INSTALLATION	EA	12	\$ 1,000.00	\$ 12,000.00
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
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20					\$ -
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23					\$ -
24					\$ -
25					\$ -
26					\$ -
27					\$ -
28					\$ -
29					\$ -
30					\$ -
31					\$ -
32					\$ -
33					\$ -
34					\$ -
35					\$ -
36					\$ -
37					\$ -
38					\$ -
39					\$ -
40					\$ -

TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST \$ 95,850.00

20% CONTINGENCY \$ 19,170.00

TOTAL MISSING SIDEWALK AND PARKWAY TREE BOND \$ 115,020.00





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

Agenda Item Number

New Business #4

Tracking Number

PW 2024-84

Agenda Item Summary Memo

Title: Northpointe – Sign Easement

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: Consideration of Acceptance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Acceptance

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

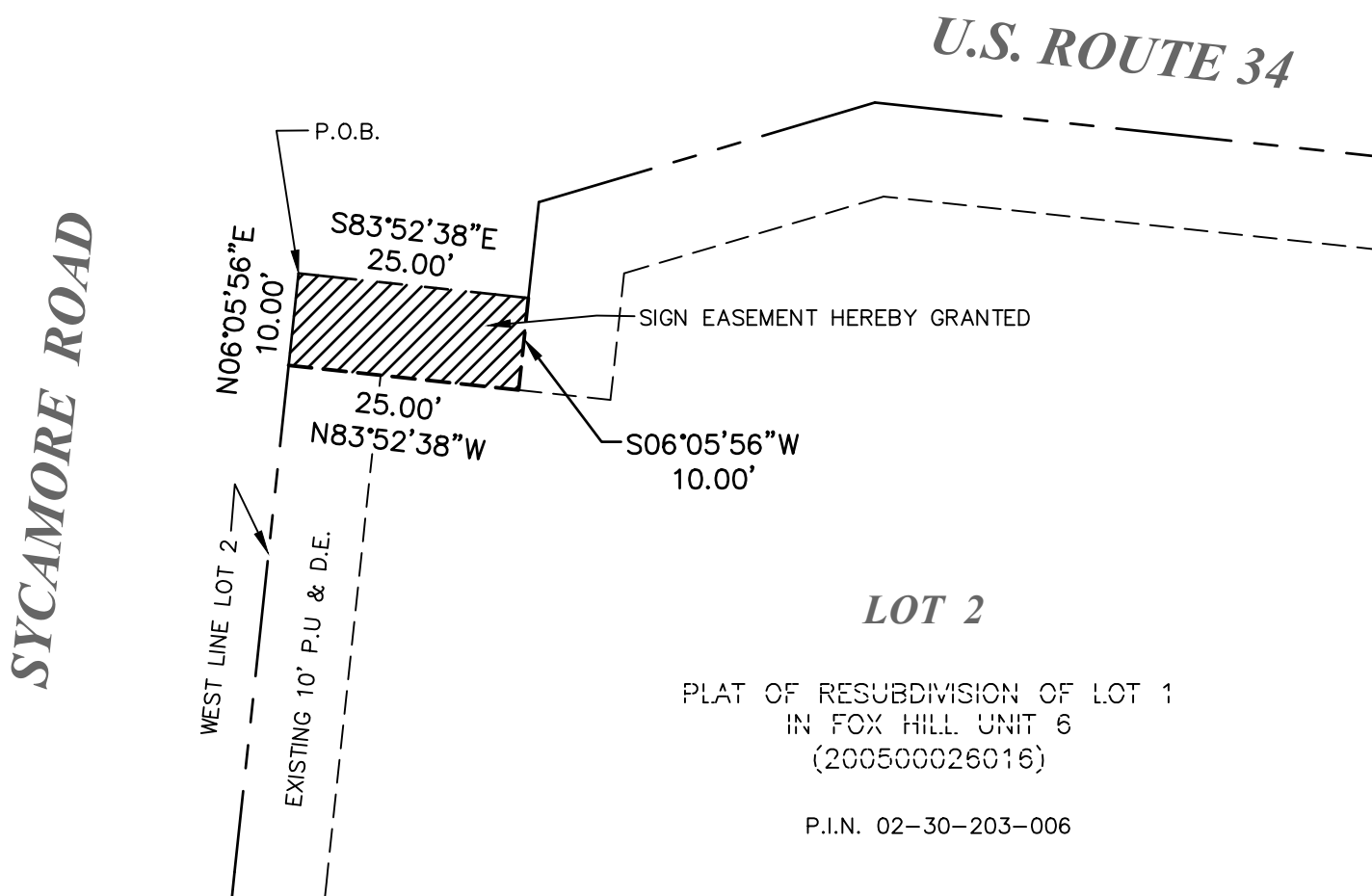
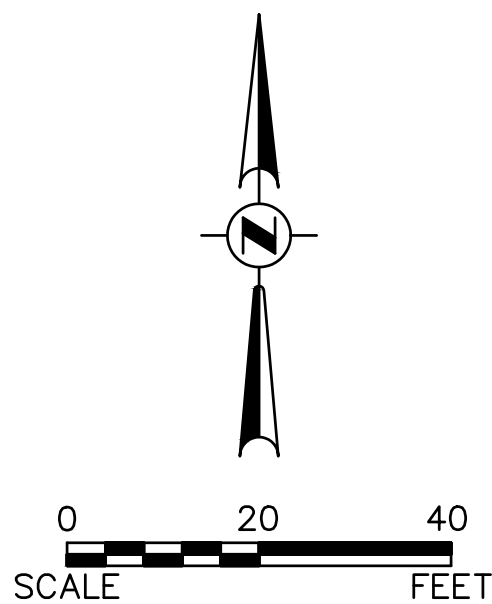
Date: September 30, 2024
Subject: Northpointe – Sign Easement

Attached is an easement document for the placement of a subdivision gateway sign within the Northpointe development. This was requested by the City and has not been executed by the property owner. We recommend that the Council consider approving and accepting the easement.

If you have any questions, let me know.

GRANT OF EASEMENT
TO THE
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PART OF LOT 2 IN THE PLAT OF RESUBDIVISION OF LOT 1 IN
FOX HILL UNIT 6, IN THE VILLAGE OF YORKVILLE,
KENDALL COUNTY, ILLINOIS



SIGN EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER THE AREA HEREON DESIGNATED "SIGN EASEMENT", TOGETHER WITH THE RIGHT OF ACCESS THERETO, TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE A SIGN, ALONG WITH THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE EASEMENT AREAS HEREIN GRANTED WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, INSPECTION, MAINTENANCE, OPERATION, AND VISIBILITY OF THE SIGN.

SIGN EASEMENT LEGAL DESCRIPTION

THAT PART OF LOT 2 IN THE RESUBDIVISION OF LOT 1 IN FOX HILL UNIT 6, IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 83 DEGREES 52 MINUTES 38 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 25.00 FEET; THENCE SOUTH 06 DEGREES 05 MINUTES 56 SECONDS WEST, 10.00 FEET; THENCE NORTH 83 DEGREE 52 MINUTES 38 SECONDS WEST, 25.00 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 06 DEGREES 05 MINUTES 56 SECONDS EAST, ALONG SAID WEST LINE, 10.00 FEET TO THE POINT OF BEGINNING.

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT FOX HILL SENIOR LIVING–YORKVILLE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON AND HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

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

FOX HILL SENIOR LIVING–YORKVILLE, LLC
230 OHIO STREET, SUITE 200, OSHKOSH, WISCONSIN, 54902

Complete Address

BY: _____
Printed Name and Title

STATE OF _____)
) SS
COUNTY OF _____)

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

PERSONALLY KNOWN TO ME TO BE THE AUTHORIZED SIGNATORY OF FOX HILL SENIOR LIVING–YORKVILLE LLC, AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH AUTHORIZED SIGNATORY, HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC

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

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

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

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

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

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

CITY ENGINEER

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

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

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS 21ST DAY OF AUGUST, 2024.

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



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
YORKVILLE, IL 60560

DATE: AUGUST 22, 2024
PROJECT NO. Y02254
FILE NO Y02254–EASE

PAGE 1 OF 1



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

Agenda Item Number

New Business #5

Tracking Number

PW 2024-85

Agenda Item Summary Memo

Title: QuikTrip – Easements

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: Consideration of Acceptance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Acceptance

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

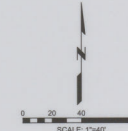
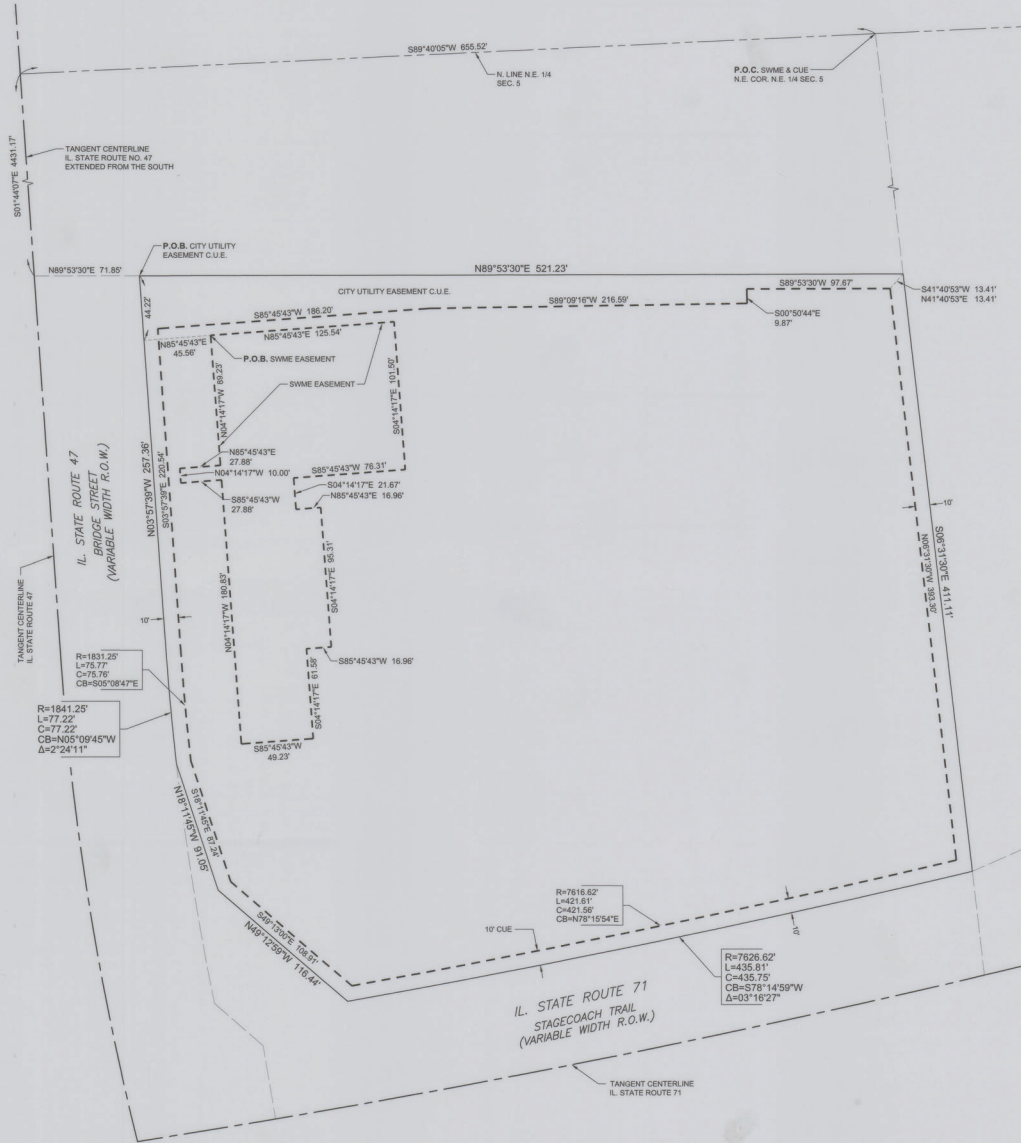
Date: October 4, 2024
Subject: Quicktrip – Easements

Attached are easement documents that are necessary for the Quiktrip development. The documents have been reviewed and are ready for execution. We recommend that the Council consider approving and accepting the easement.

If you have any questions, let me know.

EASEMENT PLAT

PART OF SW 1/4 SECTION 4 & SE 1/4 SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS



LEGEND

---	UTILITY EASEMENT LINE
---	PROPERTY LINE
---	CENTERLINE OF RIGHT-OF-WAY
---	CITY UTILITY EASEMENT
---	STORMWATER MANAGEMENT EASEMENT
---	CUE
---	SWME



Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

#	DATE:	DESCRIPTION:
1	07/23/2024	CLIENT REQUEST
2	08/20/2024	CITY REVIEW

PROJECT:
QUICKTRIP NO. 7318

107 E. STAGECOACH TRAIL
YORKVILLE, ILLINOIS

Date:	6-28-24
Design/Drawn:	DJM
Reviewed:	PEB
Field Book No.:	
Project No.:	0230339.00

SHEET TITLE:
EASEMENT PLAT

SHEET NUMBER:

1
of 2

S.W. 1/4 SEC. 4 & S.E. 1/4 SEC. 5 T.36N. R.7E. 3P.M.

File No.: 24-0405

EASEMENT PLAT

PART OF SW 1/4 SECTION 4 & SE 1/4 SECTION 5, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

Description of Property

That part of the Southwest Quarter of Section 4 and part of the Southeast Quarter of Section 5, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 5, thence south 89 degrees 40 minutes 05 seconds west along the North Line of said Northeast Quarter, 655.52 feet to the tangent Center Line of Illinois State Route No. 47 extended from the South; thence south 1 degree 44 minutes 07 seconds east along said tangent Center line and said tangent Center Line extended 351.16 feet; thence north 89 degrees 29 minutes 40 seconds east 548.00 feet (this point hereinafter referred to as point "A"); thence south 89 degrees 29 minutes 40 seconds west along the last described course 548.00 feet to the Center Line of Illinois State Route No. 47 aforesaid; thence south 1 degree 44 minutes 07 seconds east along said Center Line 920.01 feet to a point on said Center Line 4431.17 feet south of the North Line of said Section 5, as measured along said tangent Center Line and said tangent Center Line extended, for the Point of Beginning; thence south 87 degrees 58 minutes 07 seconds east 593.08 feet to a line drawn south 4 degrees 21 minutes 07 seconds east from said Point A; thence south 4 degrees 21 minutes 07 seconds east along said line 492.85 feet to the Center Line of Illinois State Route No. 71; thence westerly along said Center Line 589.32 feet to the Center Line of said Illinois State Route No. 47; thence northerly along the Center Line of said Route 47, 696.73 feet to the Point of Beginning, Kendall Township, Kendall County, Illinois.

CITY UTILITY EASEMENT (CUE) PROVISIONS

The United City of Yorkville, its successors, licensees and assigns, are hereby given easement rights to all platted easements designated "City Utility Easement or C.U.E." Said easements shall be used solely to install, operate, maintain and remove from time to time underground facilities and appurtenances used in connection with the water main, sanitary sewer or storm drainage systems of the United City of Yorkville, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes and together with the right to install required service connections under the surface of each lot to serve improvements thereon, except that the easements may be graded as needed to receive local surface drainage. No permanent building or trees shall be placed on said easement, but same may be used for gardens, shrubs, landscaping, access drives, utility interconnections and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Following any work to be performed by the United City of Yorkville in the exercise of its easement rights herein granted, said city shall have no obligation with respect to surface restoration, including but not limited to, the restoration, repair or replacement of pavement, curb, gutters, trees, lawn or shrubbery, provided, however, that said city shall be obligated, following such maintenance work, to backfill and mound all trench created so as to retain suitable drainage, to cold patch any asphalt or concrete surface, to remove all excess debris and spoil, and to leave the maintenance area in a generally clean and workmanlike condition.

STORMWATER MANAGEMENT EASEMENT (SWME)

That part of the Southwest Quarter of Section 4 and part of the Southeast Quarter of Section 5, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 5, thence south 89 degrees 40 minutes 05 seconds west along the North Line of said Northeast Quarter, 655.52 feet to the tangent Center Line of Illinois State Route No. 47 extended from the South; thence south 1 degree 44 minutes 07 seconds east along said tangent Center line and said tangent Center Line extended to a point on said Center Line 4431.17 feet south of the North Line of said Section 5, as measured along said tangent Center Line and said tangent Center Line extended, thence north 89 degrees 53 minutes 30 seconds east 71.85 feet; thence south 03 degrees 57 minutes 39 degrees east 44.22 feet; thence north 85 degrees 45 minutes 43 seconds east 45.56 feet to the Point of Beginning; thence continuing north 85 degrees 45 minutes 43 seconds east 125.54 feet; thence south 04 degrees 14 minutes 17 seconds east 101.50 feet; thence south 85 degrees 45 minutes 43 seconds west 76.31 feet; thence south 04 degrees 14 minutes 17 seconds east 21.67 feet; thence north 85 degrees 45 minutes 43 seconds east 16.96 feet; thence south 04 degrees 14 minutes 17 seconds east 95.31 feet; thence south 85 degrees 45 minutes 43 seconds west 16.96 feet; thence south 04 degrees 14 minutes 17 seconds east 61.56 feet; thence south 85 degrees 45 minutes 43 seconds west 42.23 feet; thence north 04 degrees 14 minutes 17 seconds west 160.13 feet; thence south 85 degrees 45 minutes 43 seconds west 27.88 feet; thence north 04 degrees 14 minutes 17 seconds west 10.00 feet; thence north 85 degrees 45 minutes 43 seconds east 27.88 feet; thence north 04 degrees 14 minutes 17 seconds west 89.23 feet to the Point of Beginning, Kendall Township, Kendall County, Illinois.

CITY UTILITY EASEMENT (C.U.E.)

That part of the Southwest Quarter of Section 4 and part of the Southeast Quarter of Section 5, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 5, thence south 89 degrees 40 minutes 05 seconds west along the North Line of said Northeast Quarter, 655.52 feet to the tangent Center Line of Illinois State Route No. 47 extended from the South; thence south 1 degree 44 minutes 07 seconds east along said tangent Center line and said tangent Center Line extended to a point on said Center Line 4431.17 feet south of the North Line of said Section 5, as measured along said tangent Center Line and said tangent Center Line extended, thence north 89 degrees 53 minutes 30 seconds east 71.85 feet to the Point of Beginning; thence north 89 degrees 53 minutes 30 seconds east 521.23 feet; thence south 41 degrees 40 minutes 53 seconds west 13.41 feet; thence south 89 degrees 53 minutes 30 seconds west 97.67 feet; thence south 00 degrees 50 minutes 44 seconds east 9.87 feet; thence south 89 degrees 09 minutes 16 seconds west 215.56 feet; thence south 85 degrees 45 minutes 43 seconds west 186.20 feet; thence south 03 degrees 57 minutes 39 seconds east 220.54 feet to a point of curvature; thence 75.77 feet along the arc of a curve, concave to the east, having a radius of 1831.25 feet and a chord of 75.76 feet and a chord bearing of south 05 degrees 09 minutes 47 seconds east; thence south 18 degrees 11 minutes 45 seconds east 87.24 feet; thence south 49 degrees 13 minutes 00 seconds east 108.91 feet to a point on a non-tangent curve; thence 421.61 feet along the arc of said curve, concave to the north, having a radius of 7616.82 feet and a chord of 421.56 feet and a chord bearing of north 78 degrees 15 minutes 54 seconds east; thence north 06 degrees 31 minutes 30 seconds west 303.30 feet; thence north 41 degrees 40 minutes 53 seconds east 13.41 feet; thence south 09 degrees 31 minutes 30 seconds east 411.11 feet to a point on a non-tangent curve; thence 435.81 feet along the arc of said curve, concave to the north, having a radius of 7626.62 feet and a chord of 435.75 feet and a chord bearing of south 79 degrees 14 minutes 59 seconds west; thence north 49 degrees 12 minutes 59 seconds west 116.44 feet; thence north 18 degrees 11 minutes 45 seconds west 91.05 feet to a non-tangent curve; thence 77.22 feet along the arc of a curve, concave to the east with radius of 1941.25 feet, a chord of 77.22 feet and a chord bearing of north 05 degrees 09 minutes 45 seconds west; thence north 03 degrees 57 minutes 39 seconds west 257.36 feet to the Point of Beginning, Kendall Township, Kendall County, Illinois.

STORM WATER MANAGEMENT EASEMENT PROVISIONS

An easement is hereby reserved for and granted to the united city of Yorkville and to its successors and assigns, over all of the areas marked "stormwater management easement" (abbreviated s.m.e.) on the plat for the perpetual right, privilege, and authority to survey, construct, reconstruct, repair, inspect, maintain and operate storm sewers and the stormwater management area, together with any and all necessary manholes, catch basins, sanitary sewers, water mains, electric and communication cables, connections, ditches, swales, and other structures and appurtenances as may be deemed necessary by said city, over, upon, along, under and through said indicated easement, together with the right of access across the property for necessary personnel and equipment to do any of the above work. The right is also granted to cut down, trim or remove any trees, shrubs or other plants on the easement that interfere with the operation of sewers or other utilities, no permanent buildings shall be placed on said easement. No change to the topography or stormwater management structures within the easement area shall be made without express written consent of the city engineer, but same may be used for purposes that do not then or later interfere with the aforesaid uses or rights.

The owner of the property shall remain responsible for the maintenance of the stormwater management area and appurtenances. The United City of Yorkville will perform only emergency procedures as deemed necessary by the city engineer of the United City of Yorkville.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

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

GIVEN UNDER MY HAND AND SEAL AT BLOOMINGTON, ILLINOIS, THIS 26TH DAY OF AUGUST 2024

By 
Robert J. McInnis
Professional Land Surveyor No. 3223
Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, Illinois 61704



DATE: 08-20-2024
EXP. DATE: 11-30-2024
DESIGN FIRM REGISTRATION NO. 184-001856

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

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

THIS ____ DAY OF ____, 2024.

MAYOR

ATTEST: CITY CLERK

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS

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

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

CITY ENGINEER

CORPORATION


STATE OF

COUNTY OF) SS

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

DATED AT ____, THIS 23RD DAY OF SEPTEMBER, 2024.

Name and address:

BY:  PRESIDENT
DIVISION ROCK ESTIMATE MANAGER


SECRETARY

NOTARY PUBLIC

STATE OF IL)

COUNTY OF WIL) SS

Maninder Singh Heer, A NOTARY PUBLIC IN AND FOR THE COUNTY

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 23RD DAY OF Sep, 2024.

Maninder Singh Heer
NOTARY PUBLIC



Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:
1 07/23/2024 CLIENT REQUEST
2 08/20/2024 CITY REVIEW

PROJECT:
QUIKTRIP NO. 7318

107 E. STAGECOACH TRAIL
YORKVILLE, ILLINOIS

Date: 6-28-24

Design/Drawn: DJM

Reviewed: PEB

Field Book No.:

Project No.: 0230339.00

SHEET TITLE

EASEMENT PLAT

SHEET NUMBER

2
of

File No.: 24-9405

SW 1/4 SEC. 4 & SE 1/4 SEC. 5 T36N, R7E, 3P M



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

Agenda Item Number

New Business #6

Tracking Number

PW 2024-86

Agenda Item Summary Memo

Title: 2025 Road to Better Roads Program – Design Engineering Agreement

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: October 10, 2024
Subject: 2025 Road to Better Roads (RTBR) program – design engineering

Summary

Consideration of a design engineering agreement with EEI covering the 2025 RTBR program.

Background

This item was last discussed by the City Council in September 2024, when the City Council approved the 2025 RTBR program, covering Beecher Road, Waterpark Way, and streets in Prairie Meadows. Since then, EEI has prepared a design engineering agreement for our consideration.

The EEI proposal for design engineering is for a fixed fee amount of \$86,979, and these costs are included in the FY 25 budget.

Recommendation

Staff recommends approval of the design engineering agreement with EEI covering the 2025 RTBR program.

**2025 Road to Better Roads Program
United City of Yorkville
Professional Services Agreement – Design Engineering**

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$86,979, of which direct expenses are estimated at \$8,795. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without 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 ____ day of _____, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2025 Road to Better Roads Program
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

- Process required documents with the Illinois Department of Transportation for Motor Fuel Tax Projects including:
 - BLR14220 - Resolution
 - BLR14222 - Municipal Estimate of Maintenance Costs
 - BLR11510 - Preliminary Estimate of Cost
- Conduct site visit(s) to assess condition of existing pavement, curb and gutter, sidewalk, drainage, structures and identify non-compliant sidewalk curb ramps.
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary.
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary.
- Coordinate documentation for CCDD Management of soils, as necessary.
- Coordinate and develop with City Staff the final scope of improvements
- Coordinate City wide striping program
- Confirm pavement design and rehabilitation methodology.
- Prepare MFT General Maintenance Section bid package, and ancillary documents, including:
 - BLR 12200 – Local Public Agency Formal Contract Proposal
 - BLR 12201 – Schedule of Prices
 - BLR 12230 – Local Agency Proposal Bid Bond
 - BLR 12325 - Apprenticeship Certification
 - BLR 12326 – Affidavit of Illinois Business Office
 - BC 57 - Affidavit of Availability
 - Index for Supplemental Specifications and Recurring Special Provisions
 - Check Sheet for Recurring Special Provisions
 - BLR 11310 - Special Provisions
 - Bureau of Design and Environment Special Provisions/Check sheets
 - Local Roads Special Provisions
 - Location Map
 - Existing/Proposed Typical Sections
 - Prevailing Wage
 - Highway Standards
 - City Standards/Details
 - Core Report (Provided by Rubino Engineering)
 - CCDD Documents (Provided by Rubino Engineering)
 - Quantity Breakdown by Street
- Coordinate IDOT and City review, including revisions and approval
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract
- Attend public meetings with Staff to review design progress
- Provide all bid packages in 8 ½" x 11½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule

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

CLIENT			PROJECT NUMBER		
United City of Yorkville			YO2455-P		
PROJECT TITLE			DATE		PREPARED BY
2025 Road to Better Roads Program - Design Engineering			10/8/24		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		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		6	16	12	4				38	\$ 7,740
2.2	Project Meetings		4	4	4	6				18	\$ 3,576
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)				2	4				6	\$ 1,044
2.4	Analyze/Finalize Roadway Rehabilitation Methods			2		6				8	\$ 1,428
2.5	Site Review, Identification of Required Improvements			6	24	80				110	\$ 19,164
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%			8	40	120	6	12	6	192	\$ 32,730
2.7	Prepare Engineer's Opinion of Probably Construction Cost - 90%		2	2		8				12	\$ 2,256
2.8	Submit Bid Package for IDOT Review			2	4	8			2	16	\$ 2,652
2.9	Revise and Resubmit Bid Package for IDOT Approval/Advertisement			2	4	4	2	4	2	18	\$ 2,986
2.10	Bidding and Contracting		2	4	6	12			2	26	\$ 4,608
Insert Task Subtotal:			14	46	96	252	8	16	12	444	\$ 78,184
PROJECT TOTAL:			14	46	96	252	8	16	12	444	78,184

EEI STAFF

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

DIRECT EXPENSES

Printing/Scanning = \$ 125
 Rubino (Cores & CCDD) = \$ 8,670

DIRECT EXPENSES = \$ 8,795

LABOR SUMMARY

EEI Labor Expenses = \$ 78,184
TOTAL LABOR EXPENSES \$ 78,184

TOTAL COSTS \$ 86,979

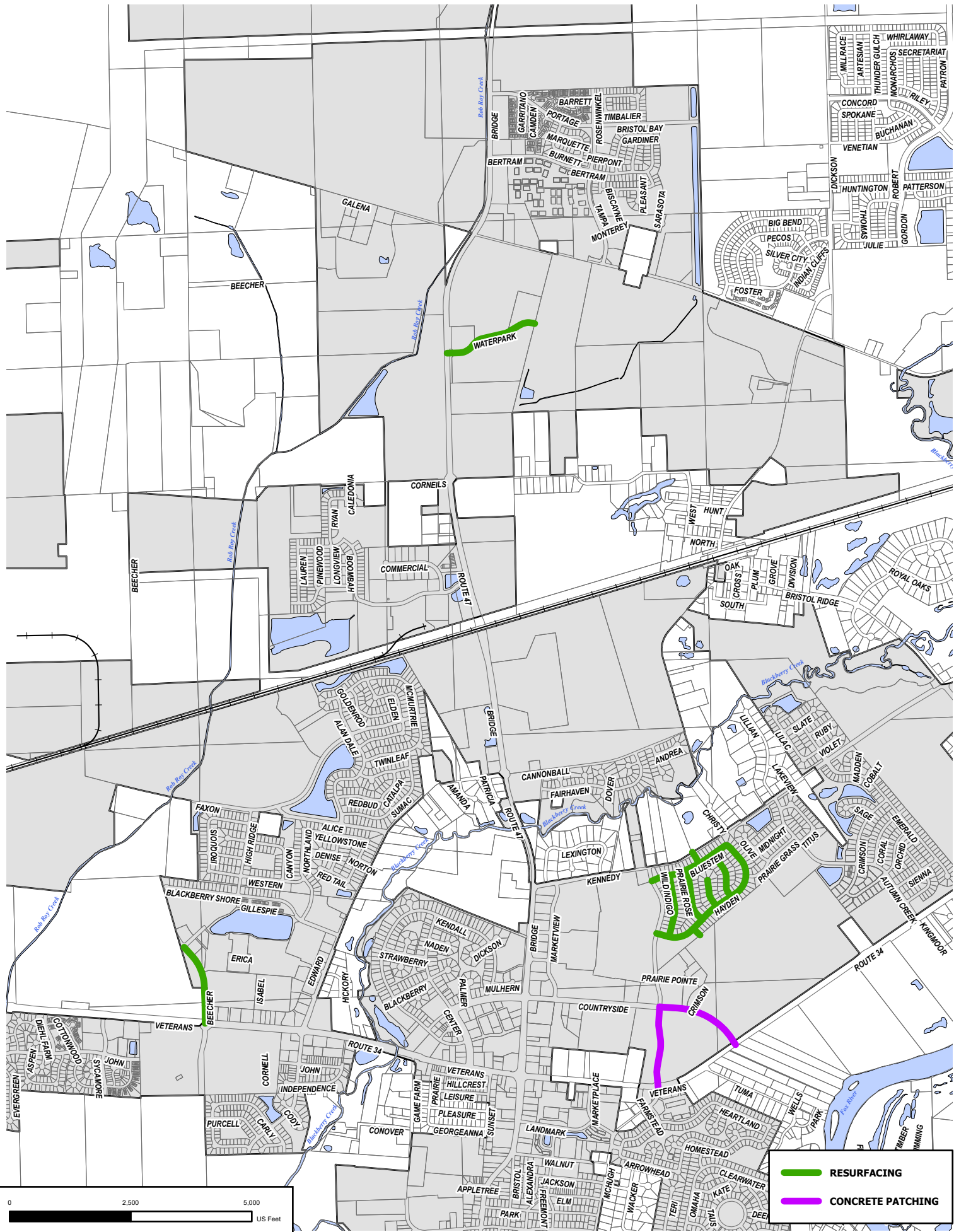


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER					
United City of Yorkville										YO2455-P					
PROJECT TITLE										DATE		PREPARED BY			
2025 Road to Better Roads Program - Design Engineering										10/8/24		CJO			
TASK NO.	TASK DESCRIPTION														
		2024			2025										
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	NOV	
2.1	Project Management and Coordination														
2.2	Project Meetings														
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)														
2.4	Analyze/Finalize Roadway Rehabilitation Methods														
2.5	Site Review, Identification of Required Improvements														
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%														
2.7	Prepare Engineer's Opinion of Probably Construction Cost - 90%														
2.8	Submit Bid Package for IDOT Review; IDOT Review														
2.9	Revised and Resubmit Bid Package for IDOT Approval/Advertisement														
2.10	Bidding and Contracting														
	Construction*														

* A separate construction engineering agreement will be provided.







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



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 2024-87

Agenda Item Summary Memo

Title: 2025 Local Road Program – Design Engineering Agreement

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: October 10, 2024
Subject: 2025 Subdivision Paving (RTBR) program – design engineering

Summary

Consideration of a design engineering agreement with EEI covering the 2025 Local Roads program (subdivision paving).

Background

This item was last discussed by the City Council in September 2024, when the City Council approved the 2025 Local Roads program, covering Heartland Circle and Bristol Bay. Since then, EEI has prepared a design engineering agreement for our consideration.

The EEI proposal for design engineering is for a fixed fee amount of \$164,960, and these costs are included in the FY 25 budget.

Recommendation

Staff recommends approval of the design engineering agreement with EEI covering the 2025 Local Roads (subdivision paving) program.

**2025 Local Road Program
United City of Yorkville
Professional Services Agreement – Design Engineering**

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$164,960, of which direct expenses are estimated at \$11,260. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without 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 ____ day of _____, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2025 Local Road Program
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary
- Coordinate documentation for CCDD management of soils, as necessary
- Coordinate and develop with City staff the final scope of improvements
- Conduct site visits to assess condition of existing pavement, curb and gutter, sidewalk, ADA compliance, drainage and structures
- Confirm pavement design and rehabilitation methodology
- Prepare construction specifications, consisting of, but not limited to the following:
 - All required bidding and letting information and contractual forms
 - City special provisions and contracting information
 - Project specific specifications and special provisions
 - State specifications and provisions
 - Prevailing Wages
 - Bureau of Design and Environmental special provisions
 - Local Roads special provisions
 - Location Map
 - IDOT Highway Standards
 - Pavement Core Reports (Provided by Rubino Engineering)
 - CCDD Documents (Provided by Rubino Engineering)
 - By Street Quantity Breakdown
 - Aerial Exhibits showing improvement limits
 - Existing and Proposed typical sections
- Coordinate City Asphalt Rejuvenation Program for streets that were resurfaced in 2024
- Coordinate City review, including revisions as needed
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required
- Attend public meetings with staff to review design progress
- Provide all bid packages in 8 ½" x 11 ½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule

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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2456-P	
PROJECT TITLE		DATE	PREPARED BY
2025 Local Road Program - Design Engineering		10/8/24	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		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		8	32	16	8				64	\$ 13,008
2.2	Project Meetings		4	6	6	8				24	\$ 4,704
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)			4		8				12	\$ 2,184
2.4	Analyze/Finalize Roadway Rehabilitation Methods			2	4	8				14	\$ 2,508
2.5	Site Review, Identification of Required Improvements			8	56	172				236	\$ 40,992
2.6	Final Exhibits, Specifications and Estimates			16	88	180	56	88	2	430	\$ 74,344
2.7	Prepare Engineer's Opinion of Probable Construction Cost		2	6	8	10				26	\$ 4,920
2.8	QC/QA of Bid Package			18	6					24	\$ 4,896
2.9	Bidding and Contracting		4	4	8	16			2	34	\$ 6,144
Insert Task Subtotal:			18	96	192	410	56	88	4	864	\$ 153,700
PROJECT TOTAL:			18	96	192	410	56	88	4	864	153,700

EEI STAFF

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

DIRECT EXPENSES

Printing/Scanning = \$ 150
 Rubino (Cores & CCDD) = \$ 11,110

DIRECT EXPENSES = \$ 11,260

LABOR SUMMARY

EEI Labor Expenses = \$ 153,700
TOTAL LABOR EXPENSES \$ 153,700

TOTAL COSTS \$ 164,960

ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT									PROJECT NUMBER						
United City of Yorkville									YO2456-P						
PROJECT TITLE									DATE		PREPARED BY				
2025 Local Road Program - Design Engineering									10/8/24		CJO				
TASK NO.	TASK DESCRIPTION														
		2024			2025										
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP		
2.1	Project Management and Coordination														
2.2	Project Meetings														
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)														
2.4	Analyze/Finalize Roadway Rehabilitation Methods														
2.5	Site Review, Identification of Required Improvements														
2.6	Final Exhibits, Specifications and Estimates														
2.7	Prepare Engineer's Opinion of Probably Construction Cost														
2.8	QC/QA of Bid Package														
2.9	Bidding and Contracting														
	Construction*														

* A separate construction engineering agreement will be provided.





Engineering Enterprises, Inc.

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



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 2024-88

Agenda Item Summary Memo

Title: East Valley Water Main Improvements – Design Engineering Agreement

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: October 10, 2024
Subject: East Alley Watermain Relocation – design engineering

Summary

Consideration of a design engineering agreement with EEI covering the East Alley Watermain relocation project.

Background

This item was last discussed by the City Council throughout 2024 as part of the various grant applications in and around the Hydraulic District. The project generally consists of replacing an old, undersized watermain along the east alley in the downtown, and moving it away from the buildings that front Route 47. Moving this watermain will allow better development of the eastern side of each business along Route 47. Accordingly, EEI has prepared a design engineering agreement for our consideration.

The EEI proposal for design engineering is for a fixed fee amount of \$81,273, and these costs are included in the FY 25 budget.

Recommendation

Staff recommends approval of the design engineering agreement with EEI covering the East Alley Watermain relocation project.

**East Alley Water Main Improvements
United City of Yorkville
Agreement for Professional Services – Design Engineering**

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Design Engineering is \$54,468. Additionally, direct expenses are estimated at \$26,805. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent ENGINEER:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Map

Attachment E: Anticipated Project Schedule

Attachment F: 2024 Standard Schedule of Charges

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2024.

United City of Yorkville

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Angela R. Smith
Executive Assistant

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to replace approximately 367 feet of existing 6" water main along East Alley with new 8" water main, as well as connect new water services to surrounding buildings, and install cleanouts and line surrounding buildings' existing sanitary sewer services. A map of the project location can be found in Attachment D of this proposal.

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

DESIGN ENGINEERING:

2.1 Project Management and Administration

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

2.2 Project Meetings

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

2.3 Topographic Survey & Easements

- Field Survey
- Drafting to Create Base File
- Creation of Two (2) Easement Documents

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

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

2.6 Regulatory Agency Coordination and Permitting

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

2.7 Bidding and Contracting Services

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

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

DIRECT EXPENSES

- Railroad Permitting Fees

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

- Environmental Assessment & Recommendations
- Geotechnical and CCDD (Rubino Engineering, Inc.)
 - One (1) Soil Boring 10' in depth
 - Prepare Geotechnical Report and CCDD Analysis
 - Prepare LPC 662/663 Permit

EXCLUSIONS

The above scope of services does not include the following:

- Environmental Surveys
- Sewer Televising

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

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

CLIENT							PROJECT NUMBER		
United City of Yorkville							YO2430-C		
PROJECT TITLE							DATE	PREPARED BY	
East Alley Water Main Improvements							10/4/24	KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN	HOURS	COST
		RATE	\$246	\$241	\$210	\$200	\$234	\$175	\$168	\$175	\$164	\$72		
DESIGN ENGINEERING														
2.1	Project Management and Administration	-	-	-	24	-	-	-	-	-	-	-	24	\$ 5,040
2.2	Project Meetings	4	-	-	6	-	-	-	-	-	-	-	10	\$ 2,244
2.3	Topographic Survey & Easements	-	-	-	-	-	23	20	-	-	-	-	43	\$ 8,882
2.4	Utility Coordination	-	-	-	-	12	-	-	-	-	-	-	12	\$ 2,400
2.5	Final Plans, Specifications, and Estimates	2	-	-	20	44	-	-	-	28	54	-	148	\$ 27,248
2.6	Regulatory Agency Coordination and Permitting	-	-	-	3	8	-	-	-	-	-	-	11	\$ 2,230
2.7	Bidding and Contracting	1	-	-	9	20	-	-	-	-	-	4	34	\$ 6,424
Design Engineering Subtotal:		7	-	-	62	84	23	20	-	28	54	4	282	\$ 54,468
PROJECT TOTAL:			7	-	62	84	23	20	-	28	54	4	282	54,468

EEI STAFF

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

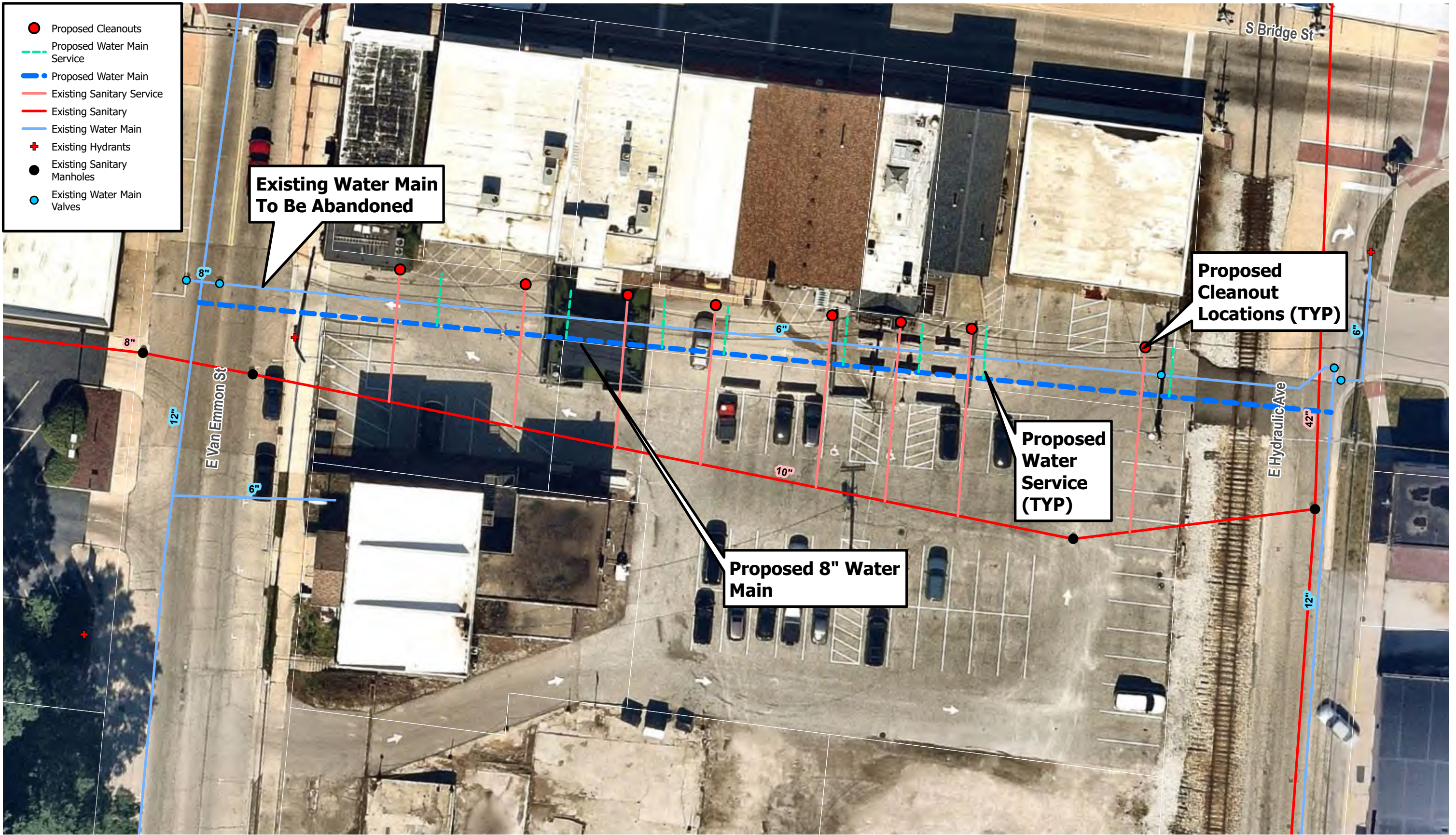
DIRECT EXPENSES

Railroad Permitting =	\$	15,000
Printing =	\$	150
Environmental Assessment =	\$	5,000
Geotechnical/CCDD =	\$	6,655
DIRECT EXPENSES =	\$	26,805

LABOR SUMMARY

EEI Labor Expenses =	\$	54,468
TOTAL LABOR EXPENSES	\$	54,468

TOTAL COSTS	\$	81,273
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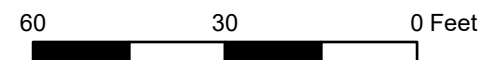


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



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

DATE:		OCTOBER 2024
PROJECT NO.:		YO2430
BY:		MJT
PATH:		H:\GIS\PUBLIC\YORKVILLE\2024\
FILE:		YO2430_East Alley Improvements
NO.	DATE	REVISIONS



**EAST ALLEY
WATER MAIN
IMPROVEMENTS**



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT								PROJECT NUMBER			
United City of Yorkville								YO2430-C			
PROJECT TITLE								DATE		PREPARED BY	
East Alley Water Main Improvements								9/30/24		KDW	

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





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



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

Agenda Item Number

New Business #9

Tracking Number

PW 2024-89

Agenda Item Summary Memo

Title: Well No. 10 & Well No. 7 Water Treatment Plant Improvements – Bid Award

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: Consideration of Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: October 8, 2024
Subject: Well No. 10 & Well No. 7 Water Treatment Plant Improvements

Bids for the project were received, opened, and tabulated at 10:00 a.m. on October 3, 2024. Representatives from the contractors bidding on the project, the City, and our firm were attendance. Copies of the Bid Summary and Bid Tab are included for your reference.

We recommend accepting the bid and approving the award for the lowest bidder, H. Linden & Sons Sewer & Water, Inc., located at 722 E. South Street, Plano, IL 60545, in the amount of \$2,400,007.00, which is 32.13% lower than the Engineer's Estimate of \$3,536,340.00.

If you have any questions or require further information, please feel free to reach out to me.

BID SUMMARY WATER WELL NO. 10 AND WELL NO. 7 WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS UNITED CITY OF YORKVILLE			
BID TABULATION BIDS RECEIVED 10:00 A.M. 10/3/2024	ENGINEER'S ESTIMATE 52 WHEELER RD SUGAR GROVE, IL 60554	H. LINDEN & SONS SEWER & WATER, INC. 722 E. SOUTH STREET, UNIT D PLANO, IL 60545	PERFORMANCE CONSTRUCITON & ENGINEERING, LLC 217 W. JOHN STREET PLANO, IL 60545
TOTAL FOR BASE BID ITEMS	\$3,536,340.00	\$2,400,007.00	\$2,883,770.00
ADDENDUM NO. 1		X	X
ADDENDUM NO. 2		X	X
SIGNED BID		X	X
BID BOND		X	X
BIDDER'S QUESTIONNAIRE		X	X

BID TABULATION
WATER WELL NO. 10 AND WELL NO. 7 WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECEIVED 10:00 A.M. 10/3/2024		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		H. LINDEN & SONS SEWER & WATER, INC. 722 E. South Street, Unit D Plano, IL 60545		PERFORMANCE CONSTRUCTION & ENGINEERING, LLC 217 W. John Street Plano, IL 60545	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS	LS	1	\$ 75,000.00	\$ 75,000.00	\$100,000.00	\$ 100,000.00	\$428,880.00	\$ 428,880.00
2	FURNISH AND INSTALL WELL EQUIPMENT FOR WELL NO. 10, INCLUDING BUT NOT LIMITED TO, DEEP WELL SUBMERSIBLE PUMP AND MOTOR, PITLESS ADAPTER, PIPING, LEVEL TRANSDUCER, RAW WATER MAIN, VALVES, SAMPLING STATION, FIRE HYDRANT, VALVE VAULTS, PAVEMENT, SIDEWALKS, SITE GRADING, SITE RESTORATION, ELECTRICAL, CONTROLS, COORDINATION WITH COMED, ELECTRICAL SERVICE, ELECTRICAL DUCTBANK, LIGHTING, MANUAL TRANSFER SWITCH, GENERATOR TAP BOX, STARTUP/TESTING, PRESSURE TESTING/DISINFECTION OF RAW WATER MAIN (FROM WELLHEAD TO WTP), WTP CONTROL MODIFICATIONS, FENCING, CONCRETE FOUNDATIONS, EXCAVATION, BACKFILL, AND APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS	LS	1	\$ 2,927,895.00	\$ 2,927,895.00	\$1,198,000.00	\$ 1,198,000.00	\$1,995,190.00	\$ 1,995,190.00
3	FURNISH AND INSTALL A NEW SWITCHGEAR WITH A MANUAL TRANSFER SWITCH AND GENERATOR TAP BOX AT THE WELL NO. 7 WTP, INCLUDING BUT NOT LIMITED TO, REMOVAL AND DISPOSAL OF EXISTING ELECTRICAL GEAR AND APPURTENANCES, TEMPORARY ELECTRICAL FACILITIES, MODIFICATIONS TO THE ELECTRICAL SERVICE, ELECTRICAL, CONTROLS, STARTUP/TESTING, COORDINATION WITH COMED, CONCRETE FOUNDATION, EXCAVATION, BACKFILL, SITE AND PAVEMENT RESTORATION, AND APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS	LS	1	\$ 508,445.00	\$ 508,445.00	\$1,077,007.00	\$ 1,077,007.00	\$434,700.00	\$ 434,700.00
4	ITEMS ORDERED BY THE ENGINEER	LS	25,000	\$ 1.00	\$ 25,000.00	\$1.00	\$ 25,000.00	\$1.00	\$ 25,000.00
BASE BID TOTAL (ITEMS 1 THRU 4)					\$ 3,536,340.00		\$ 2,400,007.00		\$ 2,883,770.00
BELOW ENGINEERS ESTIMATE						-32.13%		-18.45%	



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

Agenda Item Number

New Business #10

Tracking Number

PW 2024-90

Agenda Item Summary Memo

Title: Well No. 10 & Well No. 7 Water Treatment Plant Improvements – Construction Engineering

Meeting and Date: Public Works Committee – October 15, 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:

***Water Well No. 10 Equipment
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 Services for the water well indicated in Attachment E will be provided. Engineering will be in accordance with all City and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$122,904. Direct Expenses are estimated at \$10,000. The total contract amount is **\$132,904**. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without 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 ____ day of _____, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Water Well No. 10 Equipment
United City of Yorkville, IL
Professional Services Agreement – Construction Engineering**

Attachment B – Scope of Services

CONSTRUCTION ENGINEERING

- Project Administration
- Pre-Con Meeting and Construction Progress Meetings (16 Total Meetings Max.)
- Review Pay Applications (16 Max.)
- Review Contractor's Detailed Invoice and Prepare Cover Letter
- Review and Track Contractor's Waivers of Lien
- Review Shop Drawings, O&M Manuals, and Warranty Info
- Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)
- Construction Staking
- Coordination with the City and Contractor
- Construction Observation & Field Reports (Estimating Approximately 8 Hours Per Week for 45 Weeks for Construction Observation)
- Prepare and Issue As-built Drawings

The following scope of services will be provided by EEI's subconsultant Archer Consulting Engineers:

- Archer Consulting Engineers – Review of Shop Drawings, RFIs, and Change Orders. Inspection of Electrical Equipment.

EXCLUSIONS:

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

- Excludes Certified Payroll Review
- Excludes Special Permitting Related to Potential Sources of Contamination
- Construction Staking for the Well Site and Conduit Route

The above scope for "Water Well No. 10 Equipment" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO24XX				
PROJ United City of Yorkville					DATE			PREPARED BY	
Water Well No. 10 Equipment					10/10/24			KEP	

TASK NO.	TASK DESCRIPTION	ROLE RATE	PIC \$246	PM \$210	PE \$165	SPS II W/GPS \$200	CAD TECH \$164	ADMIN \$70	HOURS	COST
CONSTRUCTION ENGINEERING										
3.1	Project Administration and Contracting Facilitation		4	16					20	\$ 4,344
3.2	Pre-Construction Meeting and Progress Meetings (16 Total)		4	32	32				68	\$ 12,984
3.3	Review and Process Pay Applications (16 Max.)			8	16				24	\$ 4,320
3.4	Review Shop Drawings, O&M Manuals, and Warranty Info			20	40				60	\$ 10,800
3.5	Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)			4	8				12	\$ 2,160
3.6	Construction Staking					8	6		14	\$ 2,584
3.7	Coordination with the City, School District, and Contractor		8	24	32				64	\$ 12,288
3.8	Construction Observation & Field Reports			40	352				392	\$ 66,480
3.9	Prepare and Issue As-Built Drawings			8	16		16		40	\$ 6,944
Construction Engineering Subtotal:			16	152	496	8	22	-	694	\$ 122,904
PROJECT TOTAL:			16	152	496	8	22	-	694	\$ 122,904

NOTES:

1. See Attachment B for Detailed Scope of Services and Exclusions

DIRECT EXPENSES

Printing/Scanning/Vehicle Charges =	\$ 2,500
Archer Construction Services =	\$ 7,500
DIRECT EXPENSES =	\$ 10,000

LABOR SUMMARY

EEI Labor Expenses =	\$ 122,904
TOTAL LABOR EXPENSES	\$ 122,904

TOTAL COSTS

\$ 132,904



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER		
United City of Yorkville										YO24XX		
PROJECT TITLE										DATE		PREPARED BY
Water Well No 10 Equipment										10/10/24		KEP

TASK NO.	TASK DESCRIPTION																			
		2024				2025												2026		
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
CONSTRUCTION ENGINEERING																				
3.1	Project Administration and Contracting Facilitation																			
3.2	Pre-Construction Meeting and Progress Meetings (16 Total)																			
3.3	Review and Process Pay Applications (16 Max.)																			
3.4	Review Shop Drawings, O&M Manuals, and Warranty Info																			
3.5	Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)																			
3.6	Construction Staking																			
3.7	Coordination with the City, School District, and Contractor																			
3.8	Construction Observation & Field Reports																			
3.9	Prepare and Issue As-Built Drawings																			





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



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

			DATE:	OCTOBER 2024
			PROJECT NO.:	YO2303
			BY:	MJT
			PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
			FILE:	YO2303_Well No. 10 Site.mxd
NO.	DATE	REVISIONS		

**WATER WELL NO. 10 & WATER WELL NO. 7
WATER TREATMENT PLANT IMPROVEMENTS
UNITED CITY OF YORKVILLE
KENDAL COUNTY, ILLINOIS**

**EXHIBIT NO. 1
WATER WELL NO. 10 EQUIPMENT
AERIAL SITE PLAN**





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

***Well No. 7 Water Treatment Plant Improvements
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 the water treatment plant indicated in Attachment E will be provided. Engineering will be in accordance with all City and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$43,130. Direct Expenses are estimated at \$4,000. The total contract amount is **\$47,130**. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without 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 ____ day of _____, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Well No. 7 Water Treatment Plant Improvements
United City of Yorkville, IL
Professional Services Agreement – Construction Engineering**

Attachment B – Scope of Services

CONSTRUCTION ENGINEERING

- Project Administration
- Pre-Con Meeting and Construction Progress Meetings (8 Total Meetings Max.)
- Review Pay Applications (8 Max.)
- Review Contractor's Detailed Invoice and Prepare Cover Letter
- Review and Track Contractor's Waivers of Lien
- Review Shop Drawings, O&M Manuals, and Warranty Info
- Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)
- Coordination with the City and Contractor
- Construction Observation & Field Reports (Estimating Approximately 8 Hours Per Week for 16 Weeks for Construction Observation)
- Prepare and Issue As-built Drawings

The following scope of services will be provided by EEI's subconsultant Archer Consulting Engineers:

- Archer Consulting Engineers – Review of Shop Drawings, RFIs, and Change Orders. Inspection of Electrical Equipment.

EXCLUSIONS:

The above scope of services for the Well No. 7 Water Treatment Plant Improvements includes the following exclusions:

- Excludes Certified Payroll Review
- Excludes Special Permitting Related to Potential Sources of Contamination
- Excludes Construction Staking

The above scope for "Well No. 7 Water Treatment Plant Improvements" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO24XX				
PROJ United City of Yorkville					DATE			PREPARED BY	
Well No. 7 Water Treatment Plant Improvements					10/10/24			KEP	

TASK NO.	TASK DESCRIPTION	ROLE RATE	PIC \$246	PM \$210	PE \$165	SPS II W/GPS \$200	CAD TECH \$164	ADMIN \$70	HOURS	COST
CONSTRUCTION ENGINEERING										
3.1	Project Administration and Contracting Facilitation		2	8					10	\$ 2,172
3.2	Pre-Construction Meeting and Progress Meetings (8 Total)		2	8	8				18	\$ 3,492
3.3	Review and Process Pay Applications (8 Max.)			4	8				12	\$ 2,160
3.4	Review Shop Drawings, O&M Manuals, and Warranty Info			8	8				16	\$ 3,000
3.5	Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)			2	4				6	\$ 1,080
3.6	Coordination with the City and Contractor			8	12				20	\$ 3,660
3.7	Construction Observation & Field Reports			24	128				152	\$ 26,160
3.8	Prepare and Issue As-Built Drawings			2	2		4		8	\$ 1,406
Construction Engineering Subtotal:			4	64	170	-	4	-	242	\$ 43,130
PROJECT TOTAL:			4	64	170	-	4	-	242	\$ 43,130

NOTES:

1. See Attachment B for Detailed Scope of Services and Exclusions

DIRECT EXPENSES

Printing/Scanning/Vehicle Charges =	\$	500
Archer Construction Services =	\$	3,500
DIRECT EXPENSES =	\$	4,000

LABOR SUMMARY

EEI Labor Expenses =	\$	43,130
TOTAL LABOR EXPENSES	\$	43,130

TOTAL COSTS	\$	47,130
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER		
United City of Yorkville										YO24XX		
PROJECT TITLE										DATE		PREPARED BY
Well No. 7 Water Treatment Plant Improvements										10/10/24		KEP

TASK NO.	TASK DESCRIPTION																				
		2024				2025												2026			
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	
CONSTRUCTION ENGINEERING																					
3.1	Project Administration and Contracting Facilitation																				
3.2	Pre-Construction Meeting and Progress Meetings (8 Total)																				
3.3	Review and Process Pay Applications (8 Max.)																				
3.4	Review Shop Drawings, O&M Manuals, and Warranty Info																				
3.5	Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)																				
3.6	Coordination with the City and Contractor																				
3.7	Construction Observation & Field Reports																				
3.8	Prepare and Issue As-Built Drawings																				





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



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

			DATE:	OCTOBER 2024
			PROJECT NO.:	YO2303
			BY:	MJT
			PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
			FILE:	YO2303_Well No. 10 Site.mxd
NO.	DATE	REVISIONS		

**WATER WELL NO. 10 & WATER WELL NO. 7
WATER TREATMENT PLANT IMPROVEMENTS
UNITED CITY OF YORKVILLE
KENDAL COUNTY, ILLINOIS**

**EXHIBIT NO. 2
WATER WELL NO. 7
WATER TREATMENT PLANT
AERIAL SITE PLAN**





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



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 #11

Tracking Number

PW 2024-91

Agenda Item Summary Memo

Title: WIFIA Loan Application – Engineering Change Order & Contract Amendment

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: October 10, 2024
Subject: WIFIA application – engineering change order

Summary

Consideration of a change order to the engineering agreement with EEI (subconsultant Stantec) covering WIFIA application services.

Background

This item was last discussed by the City Council in September 2023 when the City Council approved an engineering agreement with EEI/Stantec to cover WIFIA application efforts. Since then, EEI and Stantec have been compiling application materials and meeting regularly with the EPA / WIFIA staff to complete the application. EPA staff have recommended regularly scheduled meetings above and beyond what was expected when the City Council approved the original engineering agreement with EEI last year, and the WIFIA application process has been marginally delayed due to various components of the overall project. Accordingly, EEI and Stantec have recalibrated their time spent on the project and have requested a change order to cover additional time and effort on the application process in an amount of \$57,000. This will take the total contract value to \$141,000 from ~\$84,000. While this money is not budgeted specifically, the various water fund line-items can easily cover this expenditure in the FY 25 budget without a budget amendment.

Recommendation

Staff recommends approval of the change order to the engineering agreement with EEI covering WIFIA application services.

Bart Olson

From: Brad Sanderson <bsanderson@eeiweb.com>
Sent: Wednesday, October 9, 2024 7:17 AM
To: Bart Olson
Cc: Jori Behland; Monica Cisija; Erin Willrett; Eric Dhuse; Rob Fredrickson; Christopher Walton; Emily Conti; Debbie Anderson
Subject: 10/15 PW Committee Meeting
Attachments: 24.10.08_YO2341-P - WIFIA Application Due Diligence Contract Amendment.pdf

Good morning Bart,

Here are the materials for the WIFIA Application Change Order. Basically, the previously approved agreement was for the completion of the application and it did not include the due diligence portion and the bi-weekly meetings being suggested by WIFIA to keep the project moving. The change order is suggested to be hourly to cover anticipated time from EEI and Stantec.

Let us know if you have any questions. Thanks.

BRADLEY P. SANDERSON, PE

Chief Operating Officer / President

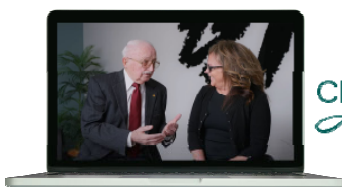


bsanderson@eeiweb.com

Direct: 630.466.6720 / Cell: 630.816.0957 / Main: 630.466.6700

52 Wheeler Rd, Sugar Grove, IL 60554

eeiweb.com



CHECK OUT OUR **50th**
Anniversary Video

This message may contain confidential information and is intended only for the original recipient. The views or opinions presented in this message are solely those of the sender and do not necessarily represent those of the company, unless specifically stated. If you are not the intended recipient you should not disseminate, distribute or copy this message. If verification is required please request a hard-copy version. Engineering Enterprises, Incorporated 52 Wheeler Road, Sugar Grove, IL., 60554 Warning: This message was scanned for viruses, vandals and malicious content. However, we cannot guarantee that the integrity of this e-mail has been maintained in transmission and do not accept responsibility for the consequences of any virus contamination.



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: 10/8/24

Project Name: Lake Michigan – WIFIA Loan
Application
Project Number: YO2341-P

Description of Work / Scope Change / Reason for Change

The City has submitted a WIFIA Loan Application for various projects required to bring Lake Michigan water to their community, and additional scope items have been identified by EPA as necessary to complete the technical and environmental due diligence process for the WIFIA loan. Additional scope items required for this work are identified in Attachment B. This additional scope requires additional engineering fees and subconsultant fees. Please find attached a level of effort (Attachment C). The amounts are summarized below:

Additional EEI Expenses (Hourly NTE)= \$ 29,400.00
Additional Subconsultant Expenses = \$ 27,600.00

Total Value of Change (Amount) = \$ 57,000.00

Original Contract Sum	\$	84,066.00
Net change by previous authorized Change Orders	\$	0.00
Contract Sum prior to the Change Order	\$	84,066.00
Sum of this Change Order	\$	57,000.00
New Contract Sum	\$	141,066.00

Authorized by:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Authorized by Owner/Client/Agent:

By: _____

By: _____

Date: _____

Date: _____

**Agreement for Professional Services
Lake Michigan – WIFIA Loan Application
CONTRACT AMENDMENT**

This Agreement, made this _____ day of _____, 2024 by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the “CITY”) and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the “ENGINEER”).

In consideration of the mutual covenants and agreements contained in this Agreement, the CITY and the ENGINEER agree, covenant and bind themselves as follows:

1. Services: ENGINEER agrees to perform for the CITY the scope of services described in Attachment B.
2. Direction: The City Administrator or his written designee, shall act as the CITY’S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. Compensation: The work items, estimated staff time, and projected fees for each work item are summarized within Attachment C. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services set forth herein on a time and material basis for actual expenses incurred, which shall be hourly not to exceed in the amount of \$57,000.
4. Term: The term of this Agreement shall be active through May 31, 2024, unless otherwise extended through written confirmation by both parties. It is anticipated that this work will be complete within eight (8) months of notice to proceed.
5. Payment: Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. Termination: This Agreement may be terminated 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 calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. Documents: All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.



8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The CITY:

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
Attn: Bart Olson
City Administrator

The ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Attn: Brad Sanderson, P.E.

9. Waiver: The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be constructed as a waiver of any right to enforce any term, covenant, agreement or condition hereto contained.
10. Amendment: No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing by the governing body of the CITY and signed by the ENGINEER.
11. Succession: This Agreement shall ensure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

UNITED CITY OF YORKVILLE:

ENGINEERING ENTERPRISES, INC.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

ATTEST:

ATTEST:

Jori Behland
City Clerk

Angie Smith
Executive Assistant



**Lake Michigan – WIFIA Loan Application
United City of Yorkville, IL
Professional Services Agreement
CONTRACT AMENDMENT**

Attachment B – Scope of Services

Introduction:

The United City of Yorkville (City), along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source and intend to connect to the DuPage Water Commission (DWC).

The City has identified the USEPA WIFIA program as a viable option for project financing. The City has submitted a WIFIA loan application for various projects required to bring Lake Michigan water to their community, and additional items remain to complete the technical and environmental due diligence process for the WIFIA loan.

The proposed additional work items for this project are as follows:

WIFIA LOAN TECHNICAL AND ENVIRONMENTAL DUE DILIGENCE SUPPORT:

- 1.1 Project Administration and Management
- 1.2 Meetings with City and EPA
 - Bi-weekly meetings with EPA and City throughout the duration of the Due Diligence Process (assumed through July 2025).
 - Coordination of the Project Team, Communications and Meetings with City Staff, and Other Consultants and Monitoring Schedule and Budget.
- 1.3 Coordination with EPA and Agencies on Application Due Diligence
 - Gather additional project information to provide to the EPA and respond to RFI requests.
 - Assist City and City's municipal financial advisor in responding to EPA's financial questions.
 - Develop templates and frameworks to organize information, communicate and meet with City staff including project managers to confirm available information, and present information to the EPA in agreed upon deadlines.

Stantec Consulting Services, Inc. will continue to be a subconsultant to EEI for the scope items identified herein and as noted on Attachment C: Estimate of Level of Effort and Associated Cost. Their contract amendment proposal is also included in this PSA package for reference.

Additional Comments – Items Excluded

- Additional meetings beyond those identified in the above scope, including meetings beyond the estimated completion date.

The above scope summarizes the additional work items that will be completed for this contract amendment. Any further additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



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

CLIENT					PROJECT NUMBER		
United City of Yorkville					YO2341-P		
PROJECT TITLE					DATE		PREPARED BY
Lake Michigan-WIFIA Loan Application - Contract Amendment					10/8/24		EMC, CRW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE						HOURS	COST
		RATE	\$246	\$234	\$210	\$168							
WIFIA LOAN TECHNICAL AND ENVIRONMENTAL DUE DILIGENCE SUPPORT													
1.1	Project Administration and Management				12							12	\$ 2,520
1.2	Meetings with City and EPA				24	40						64	\$ 11,760
1.3	Coordination with EPA, Other Agencies, and City on Application Due Diligence				24	60						84	\$ 15,120
WIFIA Loan Technical and Environmental Due Diligence Support Subtotal:		-	-	-	60	100	-	-	-	-	-	160	\$ 29,400
PROJECT TOTAL:		-	-	-	60	100	-	-	-	-	-	160	29,400

Notes

1. Assumes biweekly meetings (and prep) from September 2024 through July 2025.

LABOR SUMMARY		
EEI Labor Expenses =		\$ 29,400
TOTAL LABOR EXPENSES		\$ 29,400

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

SUBCONSULTANT EXPENSES		
Stantec (WIFIA Due Diligence Support) =		\$ 27,600
SUBCONSULTANT EXPENSES =		\$ 27,600

CONTRACT AMENDMENT TOTAL COSTS		\$ 57,000
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**Agreement for Professional Services
Lake Michigan – WIFIA Loan Application**

This Agreement, made this 26th day of September, 2023 by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the "CITY") and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the "ENGINEER").

In consideration of the mutual covenants and agreements contained in this Agreement, the CITY and the ENGINEER agree, covenant and bind themselves as follows:

1. Services: ENGINEER agrees to perform for the CITY the scope of services described in Attachment B.
2. Direction: The City Administrator or his written designee, shall act as the CITY'S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. Compensation: The work items, estimated staff time, and projected fees for each work item are summarized within Attachment C. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services set forth herein a fixed fee amount of \$84,066.
4. Term: The term of this Agreement shall be active through May 31, 2024, unless otherwise extended through written confirmation by both parties. It is anticipated that this work will be complete within eight (8) months of notice to proceed.
5. Payment: Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. Termination: This Agreement may be terminated 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 calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. Documents: All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.
8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The CITY:

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
Attn: Bart Olson
City Administrator


The ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Attn: Brad Sanderson, P.E.

9. Waiver: The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be constructed as a waiver of any right to enforce any term, covenant, agreement or condition hereto contained.
10. Amendment: No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing by the governing body of the CITY and signed by the ENGINEER.
11. Succession: This Agreement shall ensure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

UNITED CITY OF YORKVILLE:




John Purcell
Mayor

ENGINEERING ENTERPRISES, INC.:



Brad Sanderson, PE
Chief Operating Officer / President

ATTEST:



Jori Behland
City Clerk

ATTEST:



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.

**Lake Michigan - WIFIA Loan Application
United City of Yorkville, IL
Professional Services Agreement**

Attachment B – Scope of Services

Introduction:

The United City of Yorkville (City), along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source and intend to connect to the DuPage Water Commission (DWC).

The City has identified the USEPA WIFIA program as a viable option for project financing. The City is planning to submit WIFIA loan application for various projects required to bring Lake Michigan water to their community.

The proposed work items for this project are as follows:

WIFIA LOAN APPLICATION SUPPORT

1.1 Project Administration and Management

1.2 WIFIA Loan Application Development

- Gather and review all available, current, and pertinent project information.
- Review all sections of the WIFIA Application for consistent and comprehensive presentation of the project (or program of projects). The consultant team will provide recommendations to the City on including information to improve sections of the Application and expedite the EPA Due Diligence process.
- Prepare the Programmatic Environmental Assessment Questionnaire.
- Revise the Application according to direction from the City and support the timely submission of the completed Application.
- Deliverable: Completed WIFIA Loan Application.

1.3 Financial Analysis

- Work with City Staff to update the Pro Forma developed for the WIFIA Letter of Interest.
- Includes additional scenario analyses.
- Coordination with the City's Financial Advisor.
- Provide support on related sections of the WIFIA Loan Application.
- Deliverables Include:
 - Pro Forma to support the WIFIA Application projecting:
 - Revenues and associated rate increases
 - Operations and Maintenance Costs
 - Capital Costs
 - Debt Service
 - Key Performance Indicators (debt service coverage, days cash on hand)
 - Fund Balances
 - Escalation
 - Technical memoranda (approximately 5 pages with assumptions workbook). Technical memoranda will include a calendar of funding and financing activities and needs.

1.4 Coordination and Meetings with City, Agencies, Waterlink Partners and Stantec throughout the loan application process.

Stantec Consulting Services, Inc. will be a subconsultant to EEI for the scope items identified herein and as noted on Attachment C: Estimate of Level of Effort and Associated Cost. Their proposal is also included in this PSA package for reference.

The above scope summarizes the work items that will be completed for this contract. Additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

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

CLIENT				PROJECT NUMBER			
United City of Yorkville				YO2341-P			
PROJECT TITLE				DATE		PREPARED BY	
Lake Michigan-WIFIA Loan Application				9/20/23		AG/CRW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE						HOURS	COST
		RATE	\$239	\$227	\$204	\$179							
WIFIA LOAN APPLICATION SUPPORT													
1.1	Project Administration and Management		4	4	8							16	\$ 3,496
1.2	WIFIA Loan Application Development		6	6	20	48						80	\$ 15,468
1.3	Financial Analysis		4	2	8	8						22	\$ 4,474
1.4	Coordination and Meetings with City, Agencies and Waterlink Partners		16	6	16	12						50	\$ 10,598
WIFIA Loan Application Support Subtotal:			30	18	52	68	-	-	-	-	-	168	\$ 34,036
PROJECT TOTAL:			30	18	52	68	-	-	-	-	-	168	34,036

LABOR SUMMARY	
EEI Labor Expenses =	\$ 34,036
TOTAL LABOR EXPENSES	\$ 34,036

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

SUBCONSULTANT EXPENSES	
Stantec (WIFIA Application & Financial Analysis) =	\$ 49,930
SUBCONSULTANT EXPENSES =	\$ 49,930

TOTAL COSTS	\$ 84,066
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**STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023**

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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



Stantec Consulting Services Inc.
350 North Orleans Street, Suite 1301
Chicago IL 60654-1983

September 19, 2023

Project/File: City of Yorkville WIFIA Application

Jeffrey Freeman

52 Wheeler Rd. Sugar Grove, IL 60554

Dear Jeff Freeman,

Reference: City of Yorkville WIFIA Application

Stantec Consulting Services Inc. is pleased to submit a proposal to Engineering Enterprises, Inc. (EEI) to provide funding support services for the WIFIA Application for the City of Yorkville, Illinois alternative water source project.

WIFIA Application

Stantec will perform the services as described below to support EEI's request.

Task 1 – WIFIA Application

As requested, Stantec will lead the development, submittal, and coordination with WIFIA staff for the WIFIA Application with support from EEI and the City. As needed funding support services may consist of, but not limited to:

- Gather and review all available, current, and pertinent project information.
- Application development in coordination with the City, Montgomery and Oswego.
- Review all sections of the WIFIA Application for consistent and comprehensive presentation of the project (or program of projects). The Consultant will provide recommendations to the City on including information to improve sections of the Application and expedite the EPA Due Diligence process.
- Revise the Application according to direction from the City and support the timely submission of the completed Application.
- As necessary, the Consultant will schedule, coordinate, and facilitate meetings with the City, legal counsel, and other Consultants to achieve desired consistency.

This scope assumes EEI will be developing the Programmatic Environmental Assessment Questionnaire of the application.

Anticipated schedule for this task is 8 months after Notice to Proceed.

Task 1 - Deliverables

Reference: City of Yorkville WIFIA Application

1. WIFIA Application Package

Task 2 – Financial Analysis

To support Task 1, Stantec, in coordination with the City's Finance Department, will update the Pro Forma developed for the WIFIA Letter of Interest. Services will include:

- Additional scenario analyses.
- Coordination with the City's Financial Advisor.
- Update the Pro Forma.
- Provide support on related sections of the Application.

Anticipated schedule for this task is 8 months after Notice to Proceed.

Task 1 - Deliverables

1. Pro Forma to support the WIFIA Application projecting:
 - Revenues and associated rate increases
 - Operations and Maintenance Costs
 - Capital Costs
 - Debt Service
 - Key Performance Indicators (debt service coverage, days cash on hand)
 - Fund Balances
 - Escalation
2. Technical memoranda (approximately 5 pages with assumptions workbook). Technical memoranda will include a calendar of funding and financing activities and needs.

Basis for Compensation

Table 1 summarizes Stantec's estimate level of effort and fee for performing these services. Compensation will be based on Time and Materials. Total compensation for these services will not exceed \$49,930.00 without prior written approval from EEI.

Reference: City of Yorkville WIFIA Application

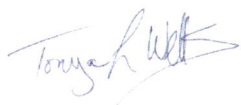
Table 1 – Estimated Level of Effort and Fee

Task	Labor Hours	Labor Billings	Direct Cost Billings	Total Billings
<i>Task 1 – WIFIA Application</i>	176	\$27,878.50	\$100.00	\$27,978.50
<i>Task 2 – Financial Analysis</i>	138	\$21,951.50	\$0.00	\$21,951.50
Total All Tasks	314	\$49,830.00	\$100.00	\$49,930.00
Total Labor Billings	\$49,830.00			
Reimbursable Direct Costs	\$100.00			
Total Fee	\$49,930.00			

Thank you for this opportunity to be of assistance to EEI. Please indicate your acceptance of this proposal and the attached terms and conditions by signing this letter proposal in the space below and return one fully executed copy to my attention. Should you have any questions regarding this proposal, please feel to contact me.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Tonya Wells PE, CFM
Principal, Project Manager
Phone: (312) 262-2220
Mobile: 773-718-6578
tonya.wells@stantec.com

Attachment: Attachment 1 Professional Services Terms and Conditions

Reference: City of Yorkville WIFIA Application

By signing this proposal, Engineering Enterprises, Inc. Client Company Name authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Company Name

Print Name & Title

Signature

Attachment 1



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorneys' fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultants documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



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

Agenda Item Number

New Business #12

Tracking Number

PW 2024-92

Agenda Item Summary Memo

Title: Meeting Schedule for 2025

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: Proposed meeting schedule for 2025.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Public Works Committee
From: Jori Behland, City Clerk
CC: Bart Olson, City Administrator
Date: October 4, 2024
Subject: Public Works Committee Meeting Schedule for 2025

Summary

Proposed 2025 meeting schedule for the Public Works Committee.

Meeting Schedule for 2025

Listed below are the proposed meeting dates for the Public Works Committee meeting for 2025. The proposed schedule has the committee continuing to meet on the third Tuesday of the month at 6:00 p.m.

- January 21, 2025
- February 18, 2025
- March 18, 2025
- April 15, 2025
- May 20, 2025
- June 17, 2025
- July 15, 2025
- August 19, 2025
- September 16, 2025
- October 21, 2025
- November 18, 2025
- December 16, 2025

Recommendation

Staff recommends a review of the proposed meeting dates and time so that a meeting schedule can be finalized for 2025.

January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



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

Agenda Item Number

New Business #13

Tracking Number

PW 2024-93

Agenda Item Summary Memo

Title: Grace Holistic Parking – Garden Street

Meeting and Date: Public Works Committee – October 15, 2024

Synopsis: A discussion will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:
