



## **United City of Yorkville**

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

### **AGENDA PUBLIC WORKS COMMITTEE MEETING**

**Tuesday, November 19, 2024**

**6:00 p.m.**

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

---

#### **Citizen Comments:**

**Minutes for Correction/Approval:** October 15, 2024

#### **New Business:**

1. PW 2024-94 Kennedy Road Roadway Improvements – Phase I Engineering Agreement
2. PW 2024-95 2024 Water Main Replacement (Contract B) – Change Order No. 1
3. PW 2024-96 Roadway Improvement Plans – Alignment and Location Update  
(Beecher Road, Faxon Road, and Corneils Road)
4. PW 2024-97 2024 Road to Better Roads – Change in Plans and Final Estimate
5. PW 2024-98 Meter Change Out
6. PW 2024-99 Rob Roy Drainage District Scope of Work

#### **Old Business:**

1. PW 2024-93 Ordinance Amending the Code of Ordinances of the United City of Yorkville,  
Kendall County, Illinois Regulating On-Street Parking (Garden Street)

#### **Additional Business:**

UNITED CITY OF YORKVILLE  
WORKSHEET  
**PUBLIC WORKS COMMITTEE**  
**Tuesday, November 19, 2024**  
**6:00 PM**  
CITY HALL CONFERENCE ROOM

---

**CITIZEN COMMENTS:**

---

---

**MINUTES FOR CORRECTION/APPROVAL:**

---

1. October 15, 2024

- ☐ Approved \_\_\_\_\_
- ☐ As presented
- ☐ With corrections

---

**NEW BUSINESS:**

---

1. PW 2024-94 Kennedy Road Roadway Improvements – Phase I Engineering Agreement

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

---

2. PW 2024-95 2024 Water Main Replacement (Contract B) – Change Order No. 1

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

3. PW 2024-96 Roadway Improvement Plans – Alignment and Location Update  
(Beecher Road, Faxon Road, and Corneils Road)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

4. PW 2024-97 2024 Road to Better Roads – Change in Plans and Final Estimate

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

5. PW 2024-98 Meter Change Out

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

6. PW 2024-99 Rob Roy Drainage District Scope of Work

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

**OLD BUSINESS:**

---

1. PW 2024-93 Ordinance Amending the Code of Ordinances of the United City of Yorkville,  
Kendall County, Illinois Regulating On-Street 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 – October 15, 2024

**Meeting and Date:** Public Works Committee – November 19, 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, October 15, 2024, 6:00pm  
Yorkville City Hall, East Conference Room #337  
651 Prairie Pointe Drive, Yorkville, IL**

**IN ATTENDANCE:**

**Committee Members**

Chairman Ken Koch  
Alderman Craig Soling

Alderman Matt Marek  
Alderman Rusty Corneils

**Other City Officials**

City Administrator Bart Olson  
Assistant City Administrator Erin Willrett  
Engineer Brad Sanderson, EEI

Public Works Director Eric Dhuse  
Alderman Chris Funkhouser via Zoom

**Other Guests:**

Ms. Tairi Grace via Zoom

The meeting was called to order at 6:00pm by Chairman Ken Koch. He said item #13 would be moved to the beginning of the agenda.

**Citizen Comments:** None

**Previous Meeting Minutes:** September 17, 2024

The minutes were approved as presented.

**New Business:**

*(out of sequence)*

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

Alderman Dan Transier asked Chairman Koch to place this item on the agenda and it will likely appear on the Public Safety agenda next month as well. Ms. Grace said they have been in their building (Grace Holistic) 4 years with no parking issues. They only have 60 students so not much traffic is generated. They have a very small parking lot so parents have been parking on both sides of the street during drop-off/pick-up times. When the Early Childhood Intervention came nearby, they initially had no parking lot so the traffic became very congested. The retirement community nearby thought the parking issues were caused by Ms. Grace's school and as a result “no parking” signs were placed.

Early Intervention now has a parking lot and the issues have resolved. The “no parking” signs have reduced the parking spots by 10 so parents are parking blocks away. She asked if parking could be allowed just during the drop-off/pick-up times. She said there is a safety issue as well with the restrictions. Mr. Dhuse said at Parkview School, there is no parking at certain times but allows for parking during pick-up and drop-off times and there is no parking near the corners for sight distance concerns. The proposal for Grace Holistic is to allow parking on both sides of the street from 8:15am to 8:45am and 2:00pm to 3:00pm /2:15pm to 2:45pm as suggested by Ms. Grace. City staff will research this and bring this back to the November Public Works meeting. Ms. Grace thanked the committee. Mr. Dhuse will also look at Early Childhood Intervention parking.

**1. PW 2024-81 Capital Improvement Projects Update**

Mr. Sanderson said the memo in the packet lists all the projects and status and he highlighted a few of them. Well #10 on the high school property, will be started in early November, the YBSD/Center St. water main project will begin in November after some permit issues, the local road program should be completed in October, Faxon Rd. was added and done in November. On the planning side, many projects related to Cyrus One will soon be going out to bid for water main, sanitary sewer and there will be Lake Michigan design projects over the next few months. Information will be brought to the committee in February along with the 5-year plan.

Alderman Soling asked about the work on Conover and if it will be done soon. Mr. Sanderson replied that Conover and Georgeanna will soon be completed. A mailbox which was dented will be replaced, said Mr. Dhuse.

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

Mr. Sanderson said this is the usual summary he provides. There were two projects last quarter, one which was released and another was a reduction. The committee was OK with this.

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

Engineer Sanderson said the punchlist work has been completed except for the sidewalk and parkway trees and he is recommending acceptance. Money is being held back for those items and he will revisit this in a year. He said lots are actively being sold so he anticipates the sidewalk will be completed. This moves to the consent agenda upon committee recommendation.

**4. PW 2024-84 Northpointe – Sign Easement**

The city requested this easement from Northpointe and they are granting it for a sign for Fox Hill. Mr. Sanderson recommends acceptance. Mr. Dhuse explained that IDOT took the original sign and did not replace it, however, paid the city \$23,000 for it and a new sign will have to be made. IDOT did not allow the sign to be placed on their land or on the wall at this location. Chairman Koch said a similar situation may occur on the south side of town by Windett Ridge when the road is widened there. IDOT will need to pay the HOA for the sign, however, not for moving it. The committee OK'd this and it moves to the consent agenda.

**5. PW 2024-85 Quik Trip – Easement Plat**

Mr. Sanderson said this is in regards to the gas station at Rt. 47 and 7 and is an easement for utilities and storm water management for which he recommended approval. The committee is OK with this and it moves to the consent agenda.

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

This is for next year's program and to prepare for a spring bid, said Mr. Olson. It is for Prairie Meadows, Beecher Rd. and Water Park Way. The design engineering contract is for \$86,979 with EEI and it is budgeted. The agreement moves to the regular agenda with committee recommendation.

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

The design engineering contract for the subdivision program is in the amount of \$164,960 with EEI. It will cover roads in Heartland Circle and Bristol Bay. Alderman Funkhouser asked if we are in line with the cost for linear foot. Mr. Sanderson replied that this section is larger and the cost is in line. This moves to the regular agenda with committee recommendation.

**8. PW 2024-88 East Alley Water Main Improvements - Design Engineering Agreement**

Mr. Olson said this design engineering contract is with EEI for \$81,273 and is budgeted. It is related to the FS property/Hydraulic District. Mr. Funkhouser asked if this would be funded from the TIF, however, it is being funded through the water fund. Mr. Olson said that if the city receives a grant, it would be used a match. This project has to be done as part of the Lake Michigan project and would be financed either as a grant or funding

plan. Mr. Dhuse added that this water main was pre-1980's and would have been replaced regardless. Mr. Funkhouser asked for that type of information to be included in the packet memo. This moves to the regular agenda.

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

Mr. Sanderson stated there were multiple projects for Well #10 and this work is the electrical component so the well can become functional. The work is tied in to electrical work done for Well #7 where rehab work is needed. There were 2 bidders and the work is recommended to be awarded to H. Linden & Sons of Plano at a cost of slightly over \$2.4 million for the 2 projects, which was lower than the estimate. The committee approved and this will move to the regular Council agenda.

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

This agreement is the construction engineering component of the above project, said Mr. Olson and the estimated cost is \$132,904 which is budgeted. The contract is with EEI. The committee members were OK with this and it moves to the regular Council agenda.

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

Last year a contract for \$84,000 was approved with EEI and Stantec as the sub-consultant, said Mr. Olson. Stantec is a large national firm who has worked with many WIFIA loans in the past. The time actually spent has exceeded the original estimate and a Change Order for \$57,000 has been submitted. This was not budgeted, however, City Finance Director indicated no budget amendment is needed due to savings in other areas. Mr. Olson recommended approval. Alderman Funkhouser asked how the cost is split between EEI and Stantec. Mr. Olson said \$29,000 is the cost for EEI and \$27,000 for Stantec. This will move to the regular agenda.

***12. PW 2024-92 Meeting Schedule for 2025***

The committee was OK with the schedule as presented. No further action.

**Old Business:** None

**Additional Business:**

Alderman Marek inquired about curbs in Kylyn's Ridge. Mr. Dhuse said he walked the area with Alderman Funkhouser last week and some areas looked higher. It was prior to all the concrete being poured, so Mr. Dhuse will follow-up after the work is done.

There was no further business and the meeting adjourned at 6:28pm.

Minutes respectfully transcribed by  
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2024-94

### Agenda Item Summary Memo

**Title:** Kennedy Road Resurfacing – Grant Notification and Phase I Engineering Agreement

**Meeting and Date:** Public Works Committee – November 19, 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: November 13, 2024  
Subject: Kennedy Road resurfacing – grant notification and phase 1 engineering agreement

---

## **Summary**

Review of a successful grant application for reconstructing Kennedy Road between Freedom Place and Emerald Lane, and consideration of a phase 1 engineering agreement with EEI.

## **Background**

This summer, the City was notified that our grant application to Kane Kendall Council of Mayors Surface Transportation Program for Kennedy Road improvements between Freedom Place and Emerald Lane was noted as eligible and placed on a contingency list for future funding. The total estimate for this stretch of roadway is \$3.5m and the grant could be for \$2.04m when received. This grant was not planned for within the FY 25 budget, and the project had been proposed to be funded in FY 28 with escrowed Grande Reserve subdivision transportation impact fees.

In order to be moved from the contingency list and be eligible for the grant in the future, the City will need to complete phase I engineering on the project. Accordingly, EEI has submitted an agreement for our review. The EEI agreement is for a fixed fee amount of \$324,764. There is \$125,000 in available funding in the current FY, and another \$125,000 in FY 26. While this contract is more than our budgeted amount between the two fiscal years, we do not expect to spend more than \$125,000 in this fiscal year (no budget amendment required) and we can easily increase the FY 26 expenditure amount as part of our FY 26 budget process this Spring. Brad Sanderson has included an email with a brief explanation of why the original estimates for the engineering agreement are lower than the current proposal.

## **Recommendation**

Staff recommends approval of the phase 1 engineering agreement with EEI.

## Bart Olson

---

**To:** Brad Sanderson  
**Subject:** RE: Kennedy Road - Emerald Lane to Freedom (Phase I)

---

**From:** Brad Sanderson <bsanderson@eeiweb.com>  
**Sent:** Monday, November 11, 2024 7:20 AM  
**To:** Bart Olson <BOlson@yorkville.il.us>; Eric Dhuse <edhuse@yorkville.il.us>; Rob Fredrickson <rfredrickson@yorkville.il.us>  
**Cc:** Jori Behland <jBehland@yorkville.il.us>; Monica Cisija <mcisija@yorkville.il.us>; Joe Cwynar <JCwynar@eeiweb.com>; Angie Smith <asmith@eeiweb.com>  
**Subject:** Kennedy Road - Emerald Lane to Freedom (Phase I)

Good morning,

Here is our design engineering agreement for Phase I of the project. Also attached is the email notification from KKCOM regarding the funding and the original application. Funding is currently programmed for \$2,044,350 for construction only. We are currently targeting a Spring 2028 letting.

We missed the mark on the overall budgeting for the Phase I portion of the work. We are now projecting Phase I to be around \$325,000 versus the originally budgeted \$250,000.

Here are some reasons why the costs are higher:

1. Capacity analysis at the intersection of Kennedy Road and Bristol Ridge Road will most likely be required. This is a significant work item and is based on traffic projected volumes.
2. The exact scope of the improvements are not well-defined on this project. We will need to address multiple alternatives per IDOT to make the road safer along with the cost of those alternatives. There will be multiple sight distance calculations, road alignments, analyses etc. required.
3. There may be significant drainage changes due to ditch systems. We will also need to do a ROW needs assessment due to roadway realignment/widening, which will require us to do cross-sections/grading/drainage design to determine the ROW/Easements that are needed. It is required by IDOT in Phase I to have this in the PDR.

We budgeted \$125,000 this FY and that will be enough between now and 4/30.

Let me know if you have any questions or comments.

Thanks.

**BRADLEY P. SANDERSON, PE**  
*Chief Operating Officer / President*



[bsanderson@eeiweb.com](mailto:bsanderson@eeiweb.com)

Direct: 630.466.6720 / Cell: 630.816.0957 / Main: 630.466.6700

52 Wheeler Rd, Sugar Grove, IL 60554

[eeiweb.com](http://eeiweb.com)





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.

***Kennedy Road Roadway Improvements – Phase I  
United City of Yorkville  
Professional Services Agreement***

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary Phase I engineering services to the City as indicated on the Scope of Services (Attachment B). Phase I Engineering for all locations indicated on Attachment D will be provided. Phase II Design & Phase III Construction Engineering services are not included 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 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. Phase I Engineering will be paid for as a Fixed Fee (FF) in the amount of \$324,764, of which direct expenses are estimated at \$54,444. 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 contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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



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

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

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

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

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

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



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

**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:

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



other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

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

K. Additional Terms or Modification:

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

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services – Phase I Engineering
<b>Attachment C:</b>	Estimated Level of Effort and Associated Cost
<b>Attachment D:</b>	Location Map
<b>Attachment E:</b>	Estimated Schedule
<b>Attachment F:</b>	2024 Standard Schedule of Charges
<b>Attachment G:</b>	Huff & Huff Proposal
<b>Attachment H:</b>	Rubino Engineering Proposal



**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, IL 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.



**Kennedy Road Roadway Improvements – Phase I  
Surface Transportation Program  
United City of Yorkville**

**Attachment B – Scope of Services Phase I Engineering**

The United City of Yorkville requires Phase I Engineering services for the Kennedy Road Roadway Improvements project. This project will be funded through Kane/Kendall Council of Mayors and will utilize federal Surface Transportation Program funding. A location map of the proposed improvements can be found in Attachment D of this proposal.

The scope of the project includes roadway realignment, roadway widening, addition of shoulders, roadway signing and the analysis of other safety measures deemed necessary for Kennedy Road from Freedom Place to Emerald Lane.

In order to successfully complete this project, various items will need to be addressed during Phase I engineering. Our proposed scope of services will include the following:

**1.1 Project Management, Coordination and Administration**

- Project Management and Coordination
- Subconsultant Coordination and Review
- Coordination with the City
- Monitoring project schedule, staffing and budget

**1.2 FHWA and IDOT Coordination and Meetings**

- IDOT District Three Phase I Kick-Off Meeting
- Kick-off Meeting with City Staff
- IDOT and FHWA Project Meetings (2 meetings)
- IDOT Project Development Report (PDR) Review Meetings (2 meetings)

**1.3 Data Collection and Analysis of Existing Conditions**

- Perform Design JULIE to obtain atlases from utility companies in the area
- Obtain information from the City regarding existing and proposed plans and any other pertinent information available to assist in the Phase I design
- Analysis of existing traffic data
- Analysis of existing crash data

**1.4 Boundary and Topographic Survey and Field Inspection**

- Boundary Survey
- Topographic Survey of the proposed limits along Kennedy Road will be completed including structure inventory sheets that shall provide invert elevations, top of pipe elevations, sewer and pipe sizes for all utilities and sewers within the project limits
- Field Visit to inspect the existing conditions

**1.5 Geotechnical Coordination and Review**

- Coordinate the completion of soil borings by Rubino Engineering
- Coordinate geotechnical report with Rubino Engineering
- Review geotechnical report

## **1.6 Alternate Design Studies**

- Investigate alternate designs as required by FHWA. Alternate designs will be investigated that can improve safety of the roadway, reduce ROW acquisition, improve drainage or other design considerations

## **1.7 Environmental Studies and Documentation**

- Submit Environmental Survey Request (ESR)
  - Submit the ESR Prescreen Forms to IDOT
  - Biological Clearances
  - Cultural Clearances
  - Tree Survey (Huff and Huff)
  - Wetland Delineation and Report (Huff and Huff)
  - Special Lands and Section 4(f) Evaluation
  - Preliminary Environmental Site Assessment (PESA) (Huff and Huff)
  - Prepare Photo Log of project limits

## **1.8 Drainage Studies**

- Identify and evaluate the existing drainage conditions and address any deficiencies
- Complete any necessary drainage calculations
- Preliminary storm sewer and ditch sizing
- Drainage Technical Memorandum
- Identify permits required to be obtained in Phase II
- Qa/Qc of Drainage Technical Memorandum

## **1.9 Preliminary Traffic Capacity Analysis**

- Perform 24-Hour Traffic Counts at the intersection of Kennedy Road and Bristol Ridge Road (DLZ)
- Contact CMAP for future traffic projections of current traffic volumes
- Perform traffic capacity analysis for the intersection of Kennedy Road and Bristol Ridge Road to determine adequacy of the turn lanes at the intersection for both existing conditions and the design year (2050)
- Submit capacity analysis to the City
- Qa/Qc

## **1.10 Final Traffic Capacity Analysis**

- Update Traffic Capacity Analysis based on review comments from the City
- Qa/Qc

## **1.11 Proposed Improvement Plans, Typical Sections and Cost Estimates**

- Create proposed improvement plans
- ROW/Easement needs analysis
- Create preliminary typical sections
- Preliminary cost estimate
- Qa/Qc

## **1.12 Traffic Maintenance**

- Investigate preliminary maintenance of traffic schemes

### **1.13 Preliminary Project Development Report (PDR)**

- Prepare draft PDR report
- Prepare all exhibits and attachments required for the PDR
- Qa/Qc
- Submit PDR to the City and IDOT for review

### **1.14 Final Project Development Report (PDR)**

- Make any revisions to the PDR report based on comments received from IDOT and the City
- Prepare final PDR report for Design Approval
- Qa/Qc
- Prepare Disposition of IDOT and City Comments

### **1.15 Public Involvement**

- Put together announcement, brochures and exhibits for Public Meeting
- Set up public meeting at location of City's choice
- Attend Public Meeting
- Respond to comments received during the Public Meeting and send out meeting minutes
- Any additional public involvement required by the FHWA

### **Exclusions:**

- No allowance has been made for a full Intersection Design Study (IDS) for the intersection of Kennedy Road and Bristol Ridge Road.
- No allowance has been made for full topographic survey along Bristol Ridge Road
- No allowance has been made for Phase II Design Engineering
- No allowance has been made for Phase III Construction Engineering
- No allowance has been made for the preparation of construction documents, as a result, no bidding and letting services will be provided
- No allowance has been made for a Preliminary Site Investigation (PSI)
- No allowance has been made for preparing permit applications or obtaining permits for the project. The project development report will only identify the permits that are to be acquired during Phase II engineering

The following program guidelines for the Kennedy Road Roadway Improvements will be employed to ensure the best possible end result for the City:

- Employ Quality Control/Quality Assurance procedures and implement and monitor the procedures for the duration of the project.
- Communicate with all parties relative to the status of the project through meetings, correspondence, and telephone conversations.
- Provide the required coordination between the City and other regulatory agencies.
- Provide early identification of issues or potential problem areas related to technical scheduling or budgetary goals.

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

CLIENT														
United City of Yorkville														
PROJECT TITLE												PREPARED BY		
Kennedy Road Roadway Improvements - Phase I												JWC		
			ENGINEERING				SURVEYING			CAD DRAFTING		ADMIN		
TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	SPE 2	PE	SPM	SPT 2	PS	SPT 2	SPT 1	ADM	HOURS	COST
		RATE	\$246	\$234	\$200	\$168	\$234	\$175	\$168	\$175	\$164	\$72		
PRELIMINARY ENGINEERING														
1.1	Project Management, Coordination and Administration		4	92	8							4	108	\$ 24,400
1.2	FHWA and IDOT Coordination and Meetings		4	32	16					4	16		72	\$ 14,996
1.3	Data Collection and Analysis of Existing Conditions			4	16	24				4	16		64	\$ 11,492
1.4	Topographic Survey & Field Inspections			2	4	12	45	150	49	4	8		274	\$ 50,308
1.5	Geotechnical Coordination and Review			4	4	8							16	\$ 3,080
1.6	Alternate Design Studies		2	10	16	24				2	8		62	\$ 11,726
1.7	Drainage Studies			16	16	24				8	16	4	84	\$ 15,288
1.8	Environmental Studies, Documentation and ESR			16	12	20				4	16		68	\$ 12,828
1.9	Preliminary Traffic Capacity Analysis			16	24	40				2	8	2	92	\$ 17,070
1.10	Final Traffic Capacity Analysis			8	8	16				2	4	2	40	\$ 7,310
1.11	Proposed Improvement Plans, Typical Sections and Cost Estimate			16	24	48				4	48		140	\$ 25,180
1.12	Traffic Maintenance			16	8	16				2	4		46	\$ 9,038
1.13	Preliminary Project Development Report (PDR)			24	40	64				8	48	4	188	\$ 33,928
1.14	Final Project Development Report (PDR)		2	12	24	28				4	16	4	90	\$ 16,416
1.15	Public Involvement and Public Meeting		6	24	16	8				8	24	4	90	\$ 17,260
Task Subtotal:			18	292	236	332	45	150	49	56	232	24	1,434	\$ 270,320
PROJECT TOTAL:			18	292	236	332	45	150	49	56	232	24	1,434	270,320

## DIRECT EXPENSES

Printing/Scanning =	\$	200
Environmental (Huff & Huff) =	\$	19,744
Geotechnical (Rubino) =	\$	27,500
Traffic Counts (DLZ) =	\$	7,000
<b>DIRECT EXPENSES =</b>	<b>\$</b>	<b>54,444</b>

## LABOR SUMMARY

EEI Engin. Expenses =	\$	175,732
EEI Survey Expenses =	\$	45,012
EEI CAD Expenses =	\$	47,848
EEI Admin. Expenses =	\$	1,728
<b>TOTAL LABOR EXPENSES</b>	<b>\$</b>	<b>270,320</b>

**TOTAL COSTS \$ 324,764**













# 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





A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9120  
www.huffnhuff.com  
www.gza.com

July 30, 2024

Mr. Joe Cwynar, P.E.  
Senior Project Manager  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Via Email: [JCwynar@eeiweb.com](mailto:JCwynar@eeiweb.com)

**Re: Phase I Environmental Services: Kennedy Road Roadway Improvements  
Yorkville, Kendall County, Illinois  
Proposal No.: 81.P013080.25**

Dear Mr. Cwynar:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to Engineering Enterprises, Inc. (Client) to conduct Phase I environmental services for the proposed improvements project along Kennedy Road in the City of Yorkville, Kendall County, Illinois (City). We understand the project involves reconstruction along Kennedy Road with project limits extending from Freedom Place to Emerald Lane (approximately 1.25 miles). Client has requested completion of a wetland and waterway/surface waters delineation, tree survey, and a Preliminary Environmental Site Assessment (PESA).

This proposal presents our: Project Understanding; Scope of Services; Level of Effort, Cost, and Schedule; and Proposal Acceptance. Terms and Conditions are included as an attachment.

### **1. PROJECT UNDERSTANDING**

H&H understands that based on a cursory desktop review completed for the project location, as well as a review of the National Wetlands Inventory (NWI) Map and current aerial imagery, wetlands and constructed stormwater features are likely present within and/or immediately adjacent to the project limits. In preparing this proposal, H&H has made the following assumptions and comments:

- The City has received STP-L federal Funding for this project through Kane Kendall Council of Mayors (KKCOM) in the fiscal year 2028 and the project is to follow IDOT protocols;
- Phase I services requested herein are to be paid utilizing local funds provided by the City and therefore IDOT-style invoicing is not necessary;
- If this project were processed through IDOT Local Roads, biological and cultural clearances would be available through the IDOT Environmental Survey Request (ESR) process. The submittal of an Environmental Survey Request through IDOT is not included in this scope of services;
- The project limits are estimated based on Client provided Figure (Attachment D – Kennedy Road Roadway Improvements – Phase I Location Map) received via email on July 24, 2024;
- The scope of the project includes roadway realignment, roadway widening, addition of shoulders, roadway signing, and the analysis of other safety measures deemed necessary to lessen accidents occurring on the curves due to sight distance and other factors;



- H&H will complete field delineation of wetlands, surface waters/waterways, and constructed stormwater features within the project limits, and will estimate wetland and surface waters/waterway boundaries 100 feet beyond the project limits;
- Access to all areas within the project limits, as well as 100 feet beyond the project limits, to conduct field assessments will be provided by Client; and
- Obtaining a jurisdictional determination (JD), wetland/stormwater permitting, obtaining biological and cultural clearances, mitigation design, and mitigation coordination are not included in this scope of services.

## **2. SCOPE OF SERVICES**

### **Task 1 – Wetland Delineation and Reporting**

GZA understands that wetlands and constructed stormwater features may be located within or immediately adjacent to the project limits. GZA proposes to conduct a wetland and waterway/surface waters delineation for the proposed project within the designated project limits in accordance with:

- The February 25, 2022, edition of the USACE Chicago District Nationwide Permit (NWP) Program;
- The U.S. Army Corps of Engineers (USACE) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual);
- The City of Yorkville Municipal Code of Ordinances, Chapter 16 “Wetland Protection and Water Quality and Stormwater Management Benefits”; and
- The May 18, 2021, edition of the Kendall County Stormwater Management Ordinance (SMO) for any areas within the project limits located within Unincorporated, Kendall County.

Wetland permitting and mitigation coordination are not included in this scope of services.

### **Off-site Record/Document Review**

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The sources to be reviewed and used include:

- Current and Historical Aerial Photographs;
- U.S. Geological Survey (USGS) Topographic Maps;
- Natural Resources Conservation Service (NRCS), Soil Survey of Kendall County;
- Hydric Soils of the United States;
- U.S. Fish and Wildlife Service (FWS), National Wetland Inventory (NWI) Maps;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM); and
- USGS Hydrologic Atlases.

Actively farmed agricultural land is present within the project limits. Therefore, a farmed wetland determination (FWD) will be required and is included within this scope of services.



### On-Site Investigation (Field Inventory)

GZA proposes to conduct on-site investigations of all potential wetlands, surface waters/waterways, and constructed stormwater features within the project limits. Proposed services include: the identification and delineation of wetlands; the determination of high-quality wetlands and surface waters as defined by the USACE. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for identified wetlands. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. Surface waters delineation field activities include the determination of the Ordinary High-Water Mark (OHWM) of identified waterways. GZA will also estimate wetlands and/or surface waters boundaries present within 100 feet of the project limits. This is necessary to determine buffer boundaries that may extend into the project limits. The wetland and surface waters perimeters within the project limits will be surveyed by GZA using a Global Positioning System (GPS) unit.

Field delineations will be completed within the growing season for Kendall County, which is between approximately April 15<sup>th</sup> and October 15<sup>th</sup>. Delineations conducted outside this timeframe may be considered preliminary and insufficient for permitting purposes. If the delineation is completed outside of the growing season, additional field visits will be required, which are not included in this scope.

### Wetland Report

Upon completion of the field delineation, a Wetland Delineation Report will be prepared summarizing the findings of the off-site record/document review and the on-site investigation. This report will be submitted to the Client as a PDF only. The Shapefiles of the wetland, waterway/surface waters, and constructed stormwater feature boundaries as surveyed in the field will also be provided to the Client via email. Specific items to be included in the report are as follows:

- Map showing the location, limits, and wetland boundaries within the project limits;
- Aerial photography depicting the appropriate limits of the delineated wetlands, surface waters/waterways, and constructed stormwater features;
- USACE data sheets with FQAs, as required;
- Farmed Wetland Determination (FWD) aeriels and associated review information;
- Color photos of the wetlands and the data points; and
- Written description of wetland functional classification.

The wetland, surface waters/waterways, and constructed stormwater features boundary maps will be derived from the GPS survey of these features. Shapefiles for the surveyed areas will be provided to the Client digitally. The wetland and surface waters/waterway layers will be separated for use by the Client for their construction drawings.

### Task 2 – Tree Survey and Memorandum

H&H will complete a tree survey within the project limits. H&H will identify the trees to species level and determine health, structure, and origin. H&H will note whether any trees are of exceptional size and condition. H&H will also determine which trees are worth avoidance, if any. The tree survey will follow Illinois Department of Transportation (IDOT) Departmental Policies (D&E – 18).

IDOT Departmental Policies (D&E – 18) specifies all trees with a diameter at breast height (DBH) of six inches or greater as well as trees with a DBH of less than six inches when such have been intentionally planted for landscaping, environmental



mitigation, or habitat preservation/enhancement purposes be identified. The tree survey will be performed or supervised by an ISA Certified Arborist.

This proposal assumes that GZA will survey trees in the field using a handheld GPS unit and that tree survey data will be provided to the Client in Shapefile (GIS) or MicroStation format once the field survey and memo are complete. Client will provide GZA with the station and offset data for the project for GZA's use in completing the tree survey. This proposal does not include tagging of trees or a formal assessment of northern long-eared bat (*Myotis septentrionalis*) habitat within the Project Corridor. However, trees that provide potential suitable roosting habitat for the northern long-eared bat will be noted and documented in the tree memo.

After trees are evaluated within the project limits, a tabulation of trees will be compiled which summarizes the tree data. The tree information will include tree species, size, health, structure, origin (volunteer or landscaped tree), and any identified specimen and exceptional trees in a memorandum and will be provided to the Client in electronic format only. The GIS shapefile (and/or MicroStation file) data for any additional trees surveyed as part of this task will be provided to the Client. This task does not include coordination for tree mitigation or preparation of a tree preservation plan.

### **Task 3 – Preliminary Environmental Site Assessment (PESA)**

GZA will conduct a Preliminary Environmental Site Assessment (PESA) for the local road portions of the Project Corridor. This process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012);
- ASTM International (ASTM) standard 1527-13;
- IDOT Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste Procedures. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012;
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013;
- Public Act 96-1416; and
- Clean Construction or Demolition Debris (CCDD) Fill Operations and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100, effective August 27, 2012.

#### **A. Historical Research**

The Project Corridor historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the Project Corridor will be evaluated. A site walkover of potential areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the Project Corridor. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties will also be evaluated in accordance with ASTM protocols.



### C. Records Review

A records review will be conducted to determine potential environmental concerns within the Project Corridor. This will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the limits of the Project Corridor. Specifically, GZA will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

### D. Report Preparation

A PESA Report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- The project location and description;
- Historical uses of Project Corridor;
- The area geology and hydrology;
- The environmental status of sites adjacent to the Project Corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs;
- An analysis of the site inspection; and
- A summary of the findings regarding environmental concerns. The Potentially Impacted Properties (PIPs) will be assessed, per Subpart F, Section 1100, 35 IAC, related to CCDD management and in general conformation with IDOT memorandums.

### Task 4 – Project Administration

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks.

### Task 5 – QA/QC

Time under this task includes QA/QC time for the deliverables as described above.

## 3. LEVEL OF EFFORT, COST, AND SCHEDULE

The attached tables summarize the estimated cost to complete the project. The PESA work will commence within 5 days of the notice to proceed (NTP). The wetland and surface waters delineation will be completed during the growing season, between April 15<sup>th</sup> and October 15<sup>th</sup>, with an anticipated completion of the wetland delineation report within six weeks after completion of the field work. The tree survey will be scheduled according to the Client's needs and project schedule and can be initiated three week after contract approval. The PESA will require approximately six (6) weeks to complete. If an expedited schedule is necessary, H&H will coordinate with Client to establish a schedule that is appropriate for the project needs.

The estimated hours and costs for this scope of work are presented in the attached Cost Sheets in standard format.



### 3. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

#### CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

#### ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

**Huff & Huff, Inc., a subsidiary of GZA**

Jeremy J. Reynolds, P.G.  
Associate Principal

Lailah Reich, PWS, CWS, ISA Arborist, DECI  
Senior Technical Specialist

Attachments: Terms and Conditions, Client Provided Information, Cost Sheets

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.



July 30, 2024  
81.P013080.25 Kennedy Road Improvements  
Yorkville, Kendall County, Illinois  
**ATTACHMENTS**

## **ATTACHMENT A**

### **TERMS AND CONDITIONS**





## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2023 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

Client ("You"):  
Proposal No:  
Site:

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.**

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
  - a. H&H will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
  - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate H&H for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in H&H's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
  - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction).
4. **Your Responsibilities.**
  - a. Except as otherwise agreed in writing, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ("ACM")) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
  - b. If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - (i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, you and H&H and its officers, directors, members, partners, agents, employees, and subconsultants (the "H&H Indemnitees"), for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
    - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
    - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly (but in any event prior to the commencement of the Services) notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the H&H Indemnitees for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. Although H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
  - (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
  - (ii) that are not correctly marked by the appropriate utility.





- 7. Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H. YOU SHALL INDEMNIFY AND HOLD HARMLESS THE H&H INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY H&H AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.**
- 8. Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
- 9. H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers,, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of H&H or other contractor/consultant(s), which audit may require additional Services, even though H&H and such H&H Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate H&H for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10. Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the H&H Indemnitees harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of any Wastes.
- 11. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
- You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the initial Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
  - If no agreement can be reached, H&H will be entitled to terminate the Services and to be equitably compensated for the Services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's Services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order.



**16. Insurance.** During performance of the Services, H&H will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.

**17. Indemnification.** You agree to hold harmless, indemnify, and defend the H&H Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by H&H's negligence or willful misconduct.

**18. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless written notice of such claim is received by H&H within one year of substantial completion of the Services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and H&H waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. The you or H&H, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**19. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and H&H sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and H&H may immediately file suit to enforce the terms of this Agreement.

**20. Miscellaneous.**

- a. This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the State of Illinois, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against H&H unless specifically approved in writing by a Principal of H&H.
- d. Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of H&H.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
- k. Any reports generated by H&H will be subject to H&H's standard report limitations for that particular type of report.

**21. Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.

- a. You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. H&H therefore cannot guaranty specific results such as the identification or removal of all asbestos or other contamination.



- 22. Microbial Services (If Applicable).** If the Services include microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a. You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores, grows very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which H&H has neither control or responsibility, H&H cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
  - b. You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. H&H therefore cannot guaranty specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
  - c. You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite H&H's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against H&H provided H&H followed all applicable laws and regulations pertaining to the Work.
  - d. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
  - e. You further agree that where H&H shall performs Services intended to minimize the risk of Microbial infestations, H&H shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot and you agree to waive any Microbial infestation claim(s) against H&H, and you agree to indemnify, defend and hold the H&H Indemnitees harmless from any claim alleging that H&H's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from re-occurring.



July 30, 2024  
81.P013080.25 Kennedy Road Improvements  
Yorkville, Kendall County, Illinois  
*ATTACHMENTS*

**ATTACHMENT B**  
**CLIENT PROVIDED INFORMATION**





Copyright nearmap 2015

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  
www.yorkville.il.us

NO.	DATE	REVISIONS

DATE: NOVEMBER 2023  
PROJECT NO.: YO2333  
BY: MJT  
PATH: H:\GIS\PUBLIC\YORKVILLE\2023\  
FILE: YO2333 Kennedy Rd.MXD

1,400 700 0 Feet

ATTACHMENT D  
KENNEDY ROAD ROADWAY  
IMPROVEMENTS - PHASE I  
LOCATION MAP







July 30, 2024  
81.P013080.25 Kennedy Road Improvements  
Yorkville, Kendall County, Illinois  
**ATTACHMENTS**

## **ATTACHMENT C**

### **COST SHEETS**

**Huff & Huff, Inc.**

Proposal

7/31/2024

Prepared for: **Engineering Enterprises, Inc.**

Project: **Kennedy Drive - Yorkville, IL**

	Task	Hours	Labor	Reimbursables	Total
1	Task 1: Wetland Delineation & Report	47.25	5,559.25	80.60	5,639.85
2	Task 2: Tree Survey & Memo	41.75	4,725.75	200.60	4,926.35
3	Task 3: PESA	46.50	5,332.25	375.60	5,707.85
4	Task 4: Project Administration	7.00	1,290.00	-	1,290.00
5	Task 5: QAQC	10.50	2,180.00	-	2,180.00
<b>Grand Total</b>		<b>153.00</b>	<b>\$ 19,087.25</b>	<b>\$ 656.80</b>	<b>\$ 19,744.05</b>

**Huff & Huff, Inc.**

Proposal

7/31/2024

Prepared for: Engineering Enterprises, Inc.  
Project: Kennedy Drive - Yorkville, IL

Task				Reimbursables			
<b>1 Task 1: Wetland Delineation &amp; Report</b>							
Trips	50 miles	x	2 x	\$ 0.670	=	\$	67.00
Tolls	1 trip	x	2 x	\$ 6.80	=	\$	13.60
				<b>Task Total</b>		<b>\$</b>	<b>80.60</b>
<b>2 Task 2: Tree Survey &amp; Memo</b>							
Trips	50 miles	x	2 x	\$ 0.670	=	\$	67.00
Tolls	1 trip	x	2 x	\$ 6.80	=	\$	13.60
Maps/Aerials	1 ea	x	12 x	\$ 10.00	=	\$	120.00
				<b>Task Total</b>		<b>\$</b>	<b>200.60</b>
<b>3 Task 3: PESA</b>							
Trips	50 miles	x	2 x	\$ 0.670	=	\$	67.00
Tolls	1 trip	x	2 x	\$ 6.80	=	\$	13.60
Database E4	1 ea	x	1 x	\$ 295.00	=	\$	295.00
				<b>Task Total</b>		<b>\$</b>	<b>375.60</b>
<b>4 Task 4: Project Administration</b>							
				0 x	\$ -	=	\$ -
				<b>Task Total</b>		<b>\$</b>	<b>-</b>
<b>5 Task 5: QAQC</b>							
				0 x	\$ -	=	\$ -
				<b>Task Total</b>		<b>\$</b>	<b>-</b>
<b>Grand Total</b>						<b>\$</b>	<b>656.80</b>





July 30, 2024

To: Joseph W. Cwynar, PE  
Senior Project Manager  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
630.466.6752

Re: Proposal - Geotechnical Exploration  
Proposed Kennedy Road Roadway  
Improvements – Phase I  
From Emerald Lane to Freedom Place  
Yorkville, Illinois

Proposal No. Q24.372g

Via email: [JCwynar@eeiweb.com](mailto:JCwynar@eeiweb.com)

Dear Mr. Cwynar,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Joseph W. Cwynar of Engineering Enterprises, Inc. via email on July 26, 2024.

#### **PROJECT UNDERSTANDING**

Rubino understands that Engineering Enterprises, Inc. (EEI) is planning to aid the United City of Yorkville with Phase I Engineering Services for the proposed Kennedy Road Roadway Improvements project. The scope of the project includes roadway realignment, roadway widening, addition of shoulders, roadway signing and the analysis of other safety measures deemed necessary for Kennedy Road from Freedom Place to Emerald Lane. Rubino has been requested to perform soil borings, pavement cores, and prepare a Roadway Geotechnical Report (RGR) in compliance with IDOT District 3 standards.

#### **Information received:**

- RFP email from Joseph W. Cwynar of Engineering Enterprises, Inc. on July 26, 2024.
- Boring Locations – “5 - Attachment D - Kennedy Rd-Location-Core-Boring Map” prepared by Engineering Enterprises, Inc.

### Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

<b>Client Notification Needed prior to mobilization</b>	Please notify Rubino if this is needed upon project authorization
<b>Field Equipment / Soil Sampling Method</b>	Track-mounted Geoprobe Drill Rig & Core Machine
<b>Traffic Control Needs</b>	Flaggers
<b>Boring Location Plan</b>	See below for aerial / KMZ
<b>Soil Sampling</b>	SPT – 2 ½ ft to 10 feet
<b>Backfill Needs</b>	Cuttings, excess spoils remain on site
<b>Patching</b>	Cold Patch
<b>Site Protection or Restoration included</b>	None
<b>Groundwater Readings</b>	During drilling and upon auger removal
<b>Additional Sampling needed</b>	Extra Sampling for 1 <sup>st</sup> and 2 <sup>nd</sup> samples at every boring location for Atterberg + Hydrometer
<b>Additional Field Equipment needed</b>	Rimac – for AASHTO Topsoil measurements at widening borings

### Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. EEI proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF CORES WITH PAVEMENT THICKNESS	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
10	10	10	In pavement on alternating sides of Kennedy Road	2 ½ ft to 10 ft	AASHTO (Rimac)
10	--	10	In ROW of Kennedy Road at Proposed Widening Areas		
20 Total Borings	10 Total Cores	200 Total Lineal Feet			

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

### SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the

planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

### Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment and pick up truck with coring equipment.

### Traffic Control

Rubino anticipates that traffic control will be necessary along Kennedy Road. Rubino will subcontract a traffic control company to provide flaggers for the proposed soil borings and pavement core operations.

### Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.







#### SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

### Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material and/or asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

### Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	10	Split spoon, bulk, or Shelby Tube
Hydrometer	10	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	80	Cohesive Samples
Organic Content	10	Split spoon, bulk, or Shelby Tube

### **ROADWAY GEO REPORT (RGR) – IDOT DISTRICT 3**

Upon completion of field and laboratory work, Rubino will prepare a roadway geotechnical engineering report (RGR) using the collected data. The report will include the following per the IDOT Geotechnical Manual:

- Cover Sheet and Table of Contents
- Project Description, Location and Scope
- Geology and Pedology
- Field Exploration
- General Subgrade Conditions
- Special Conditions, if applicable
- Construction Monitoring
- Appendices (Supporting Documentation): location map, boring plan and soil profile, boring logs, laboratory test results, SSR Charts, photographs



An electronic copy of the report will be provided. The report will be addressed to Engineering Enterprises, Inc..

### PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing	5 – 10
Geo Reporting	5 – 10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

### UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

### FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

<b>Subsurface Exploration</b>	Boring Layout / Utility / PM	\$ 800.00	Lump sum
	Drill Rig Mobilization and Drilling	\$ 11,400.00	Lump sum
	Pavement Cores	\$ 2,200.00	Lump sum
<b>Traffic Control</b>	Flaggers (\$2,500 per day)	\$ 7,500.00	Estimate
<b>Lab</b>	Geotechnical Lab Tests as described above	\$ 3,100.00	Lump sum
<b>Reporting</b>	Preparation of the Roadway Geotechnical Report	\$ 2,500.00	Lump sum
		<b>\$27,500.00</b>	<b>Grand Total</b>

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

### Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

### **AUTHORIZATION**

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


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

Respectfully submitted,

### **RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President



Anthony T. Tomaras  
Project Manager

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

MAL/file

Attachments:    Proposal Acceptance and Data Sheet  
                          Schedule of Services and Fees  
                          General Conditions

\*\*This is an electronic copy. Hard Copies of this proposal are available upon request.

**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____	<b>DAY OF</b> _____	<b>, 202</b> __.
<b>BY (please print):</b> _____		
<b>TITLE:</b> _____		
<b>COMPANY:</b> _____		
<b>SIGNATURE:</b> _____		

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
**Email:** \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_



**Rubino Engineering, Inc.**  
**2024 Schedule of Geotechnical Services & Fees**

**ENGINEERING**

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	115.00

**SUBSURFACE EXPLORATION**

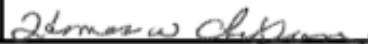
Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

**LABORATORY TESTING**

Moisture Content Test / Visual Classification	Each	\$	8.90
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Organic Content Determination Test (loss on ignition)	Each	\$	15.00

**FEE REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577		RUBINENG		DATE (MM/DD/YYYY) 9/13/2023			
<b>ACORD</b> <b>CERTIFICATE OF LIABILITY INSURANCE</b>							
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small>							
<small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</small>							
<b>PRODUCER</b> USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200			<b>CONTACT NAME:</b> Laurie Cloninger				
			<b>PHONE (A/C, Do, Ext):</b> 630 625-5219 <b>FAX (A/C, No):</b> 610 537-4939				
<b>INSURED</b> Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123			<b>E-MAIL ADDRESS:</b> AEcertificates@usi.com				
			<b>INSURER(S) AFFORDING COVERAGE</b>				
			<b>INSURER A:</b> RLI Insurance Company		<b>NAIC #</b> 13056		
			<b>INSURER B:</b> Pacific Insurance Company		10046		
			<b>INSURER C:</b>				
			<b>INSURER D:</b>				
			<b>INSURER E:</b>				
			<b>INSURER F:</b>				
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>			
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>							
<b>INSR</b> <b>LTB</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL</b> <b>INSR</b>	<b>SUBR</b> <b>WVVL</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF</b> (MM/DD/YYYY)	<b>POLICY EXP</b> (MM/DD/YYYY)	<b>LIMITS</b>
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001881	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (If a accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			PSE0002142	09/01/2023	09/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	PSW0002789	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<b>Professional Liability</b>			83OH056719923	09/01/2023	09/01/2024	\$2,000,000 each claim / \$4,000,000 annual aggr.
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Professional Liability is written on a 'claims made' policy form. Some or all officers are excluded from Workers Compensation coverage.							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			
<small>© 1988-2015 ACORD CORPORATION. All rights reserved.</small>							
ACORD 25 (2016/03) 1 of 1 #S41790281/M41674790		The ACORD name and logo are registered marks of ACORD				JDPZP	

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Rubino Engineering, Inc.***



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 #2

Tracking Number

PW 2024-95

### Agenda Item Summary Memo

**Title:** 2024 Water Main Replacement (Contract B Fox Industrial) – Change Order No. 1 (Final)

**Meeting and Date:** Public Works Committee – November 19, 2024

**Synopsis:** Consideration of Change Order No. 1 – Final

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson Engineering  
Name Department

### Agenda Item Notes:

---

---

---

---

---

*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)



# Memorandum

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

Date: November 19, 2024  
Subject: 2024 Water Main Improvements – Contract B Fox Industrial

---

The purpose of this memo is to present Change Order No. 1 (Final Balancing) for the above referenced project.

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

## **Background:**

The United City of Yorkville and Winninger Excavating, Inc. entered into an agreement for a Contract value of **\$2,719,454.25** for the above referenced project.

## **Questions Presented:**

Should the City approve Change Order No. 1 (Final Balancing) which would **decrease** the contract amount by \$145,641.85.

## **Discussion:**

Please see the attached summary spreadsheet.

We are recommending approval of the change order.

## **Action Required:**

Consideration of approval of Change Order No. (Final Balancing) in the amount of (\$145,641.85).

## CHANGE ORDER

Order No. 1 (Final Balancing)

Date: November 19, 2024

Agreement Date: February 15, 2024

NAME OF PROJECT: 2024 Water Main Improvements – Contract B (Fox Industrial)

OWNER: United City of Yorkville

CONTRACTOR: Winninger Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

### Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$2,719,454.25

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$2,719,454.25

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by:  
\$145,641.85

The new CONTRACT PRICE including this CHANGE ORDER will be: \$2,573,812.40

### Change to CONTRACT TIME:

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

The date for substantial completion for all work except restoration

The date for completion for all work will be

### Justification

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

### Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: Winninger Excavating, Inc.

PAYABLE TO: WINNINGER EXCAVATING, INC  
ADDRESS: 8845 SCHOGGER DRIVE, NAPERVILLE, IL 60564

ENGINEERS PAYMENT ESTIMATE NO. 4  
2024 WATER MAIN IMPROVEMENTS - CONTRACT B  
UNITED CITY OF YORKVILLE

PAY PERIOD  
FROM: 7/10/2024 TO:

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
1	TREE REMOVAL	EACH	9	\$ 1,800.00	2		\$ 200.00		\$ -	11.0	\$ 2,200.00
2	TREE ROOT PRUNING	EACH	2	\$ 400.00			\$ 200.00		\$ -	2.0	\$ 400.00
3	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	2	\$ 10,600.00			\$ 5,300.00		\$ -	2.0	\$ 10,600.00
4	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	3	\$ 12,900.00		1	\$ 4,300.00		\$ -	2.0	\$ 8,600.00
5	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	2,220	\$ 532,800.00		150	\$ 240.00		\$ -	2070.0	\$ 496,800.00
6	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	1,303	\$ 250,176.00	48		\$ 192.00		\$ -	1351.0	\$ 259,392.00
7	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	2,038	\$ 356,650.00		97	\$ 175.00		\$ -	1941.0	\$ 339,675.00
8	BUTTERFLY VALVE IN 60" VAULT, 16-INCH	EACH	6	\$ 72,000.00			\$ 12,000.00		\$ -	6.0	\$ 72,000.00
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	4	\$ 42,000.00			\$ 10,500.00		\$ -	4.0	\$ 42,000.00
10	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	6	\$ 39,000.00		2	\$ 6,500.00		\$ -	4.0	\$ 26,000.00
11	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 12-INCH	EACH	1	\$ 5,900.00		1	\$ 5,900.00		\$ -	0.0	\$ -
12	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 8-INCH	EACH	2	\$ 6,600.00		2	\$ 3,300.00		\$ -	0.0	\$ -
13	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 6-INCH	EACH	2	\$ 4,800.00	1		\$ 2,400.00		\$ -	3.0	\$ 7,200.00
14	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	18	\$ 189,000.00		2	\$ 10,500.00		\$ -	16.0	\$ 168,000.00
15	SERVICE BOX COVER (SPECIAL)	EACH	3	\$ 900.00	3		\$ 300.00		\$ -	6.0	\$ 1,800.00
16	FIRE HYDRANT TO BE REMOVED	EACH	16	\$ 9,600.00			\$ 600.00		\$ -	16.0	\$ 9,600.00
17	DUCTILE IRON FITTINGS	LB	10,155	\$ 101.55		4785	\$ 0.01		\$ -	5370.0	\$ 53.70
18	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	231	\$ 16,170.00		231	\$ 70.00		\$ -	0.0	\$ -
19	WATER MAIN PROTECTION, PVC C-900, 24-INCH	LF	84	\$ 9,240.00		84	\$ 110.00		\$ -	0.0	\$ -
20	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 3,000.00		50	\$ 60.00		\$ -	0.0	\$ -
21	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 3,000.00		50	\$ 60.00		\$ -	0.0	\$ -
22	FOUNDATION MATERIAL	CY	100	\$ 100.00		100	\$ 1.00		\$ -	0.0	\$ -
23	EXPLORATORY EXCAVATION	EACH	5	\$ 2,500.00		3	\$ 500.00		\$ -	2.0	\$ 1,000.00
24	WATER SERVICE CONNECTION, 6-INCH	EACH	2	\$ 7,000.00			\$ 3,500.00		\$ -	2.0	\$ 7,000.00
25	WATER SERVICE CONNECTION, 1-INCH	EACH	41	\$ 82,000.00		8	\$ 2,000.00		\$ -	33.0	\$ 66,000.00
26	WATER SERVICE PIPE, 6-INCH DIP	LF	40	\$ 4,800.00	21		\$ 120.00		\$ -	61.0	\$ 7,320.00
27	WATER SERVICE PIPE, PEX, 1-INCH	LF	1,653	\$ 4,959.00		364	\$ 3.00		\$ -	1289.0	\$ 3,867.00
28	VALVE VAULT TO BE ABANDONED	EACH	17	\$ 10,200.00		7	\$ 600.00		\$ -	10.0	\$ 6,000.00
29	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	5	\$ 3,000.00		5	\$ 600.00		\$ -	0.0	\$ -
30	EROSION RIPRAP REMOVAL AND REPLACEMENT	SF	415	\$ 2,490.00		415	\$ 6.00		\$ -	0.0	\$ -
31	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	2	\$ 9,000.00			\$ 4,500.00		\$ -	2.0	\$ 9,000.00
32	INLET PROTECTION	EACH	30	\$ 1,500.00			\$ 50.00		\$ -	30.0	\$ 1,500.00
33	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 15,000.00			\$ 15,000.00		\$ -	1.0	\$ 15,000.00
34	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	2,124	\$ 3,186.00		2124	\$ 1.50		\$ -	0.0	\$ -
35	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CY	708	\$ 14,160.00		708	\$ 20.00		\$ -	0.0	\$ -
36	AGGREGATE SUBGRADE IMPROVEMENT	CY	708	\$ 21,240.00		708	\$ 30.00		\$ -	0.0	\$ -
37	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SY	14,163	\$ 45,321.60			\$ 3.20		\$ -	14163.0	\$ 45,321.60
38	HOT-MIX ASPHALT PAVEMENT REMOVAL - FULL DEPTH WATER MAIN TRENCH	SY	2,942	\$ 8,826.00		414	\$ 3.00		\$ -	2528.0	\$ 7,584.00
39	ROADWAY EDGE SEALING	LF	9,852	\$ 9,852.00			\$ 1.00		\$ -	9852.0	\$ 9,852.00
40	BITUMINOUS MATERIALS (TACK COAT)	LBS	9,610	\$ 96.10	6330		\$ 0.01		\$ -	15940.0	\$ 159.40
41	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 1.5"	TON	1,266	\$ 126,600.00		111	\$ 100.00		\$ -	1155.0	\$ 115,500.00
42	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 1.5"	TON	1,266	\$ 126,600.00		26	\$ 100.00		\$ -	1240.0	\$ 124,000.00
43	PARTIAL DEPTH PATCHING, 4"	SY	2,737	\$ 82,110.00	346		\$ 30.00		\$ -	3083.0	\$ 92,490.00
44	TEMPORARY PATCHING, 2"	SY	2,737	\$ 54,740.00		2737	\$ 20.00		\$ -	0.0	\$ -
45	PCC SIDEWALK REMOVAL AND REPLACEMENT, 5"	SF	16	\$ 688.00		16	\$ 43.00		\$ -	0.0	\$ -
46	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	3,777	\$ 188,850.00		27	\$ 50.00		\$ -	3750.0	\$ 187,500.00
47	SANITARY MANHOLE TO BE ADJUSTED	EACH	10	\$ 11,000.00			\$ 1,100.00		\$ -	10.0	\$ 11,000.00
48	MANHOLE TO BE ADJUSTED	EACH	2	\$ 1,500.00			\$ 750.00		\$ -	2.0	\$ 1,500.00
49	INLET TO BE ADJUSTED	EACH	17	\$ 10,200.00			\$ 600.00		\$ -	17.0	\$ 10,200.00
50	HOT-MIX ASPHALT DRIVEWAY REMOVAL	SY	1,136	\$ 11,928.00		210	\$ 10.50		\$ -	926.0	\$ 9,723.00
51	HOT-MIX ASPHALT DRIVEWAY 3-INCH	SY	1,136	\$ 42,032.00		210	\$ 37.00		\$ -	926.0	\$ 34,262.00
52	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SY	217	\$ 4,123.00	101		\$ 19.00		\$ -	318.0	\$ 6,042.00
53	PORTLAND CEMENT CONCRETE DRIVEWAY 6-INCH	SY	217	\$ 27,125.00	101		\$ 125.00		\$ -	318.0	\$ 39,750.00
54	AGGREGATE SHOULDER REMOVAL AND REPLACEMENT	SY	92	\$ 3,680.00		92	\$ 40.00		\$ -	0.0	\$ -
55	MAILBOX TO BE REMOVED AND RESET	EACH	4	\$ 800.00		4	\$ 200.00		\$ -	0.0	\$ -
56	SIGN TO BE REMOVED AND RESET	EACH	3	\$ 600.00		1	\$ 200.00		\$ -	2.0	\$ 400.00
57	LANDSCAPING TO BE REMOVED AND RESET	EACH	6	\$ 6,000.00		6	\$ 1,000.00		\$ -	0.0	\$ -
58	RESTORATION	SY	3,500	\$ 35,000.00	1600		\$ 10.00		\$ -	5100.0	\$ 51,000.00

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
59	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 91,000.00			\$ 91,000.00		\$ -	1.0	\$ 91,000.00
60	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 30,000.00		30000	\$ 1.00		\$ -	0.0	\$ -
	<b><u>ALTERNATE B - OPEN CUT (STATION 85+48 TO 88+58)</u></b>			\$ -						0.0	\$ -
61	WATER MAIN, 12-INCH D.I.P., OPEN CUT	LF	310	\$ 53,010.00			\$ 171.00		\$ -	310.0	\$ 53,010.00
BID VALUE AWARDED:				\$ 2,719,454.25	VALUE COMPLETED - THIS REQUEST:				\$ -	- TO DATE:	\$ 2,451,301.70

MISCELLANEOUS EXTRAS AND CREDITS				QUANTITY	UNIT PRICE	VALUES
1	T&M - WATER SERVICE TO DANCE STUDIO	1	\$ 15,624.84	\$	15,624.84	
2	AUP - DEPRESSED CASTINGS	2	\$ 800.00	\$	1,600.00	
3	AUP - 1.5" SHORT SERVICE	1	\$ 4,465.00	\$	4,465.00	
4	AUP - 1.5" LONG SERVICE	2	\$ 5,100.00	\$	10,200.00	
5	AUP - 2" SHORT SERVICE	1	\$ 4,980.00	\$	4,980.00	
6	T&M - WATER MAIN BREAK REPAIR	1	\$ 2,267.00	\$	2,267.00	
7	T&M - 16-INCH SHUT-DOWN AND CONNECTION TO 6-INCH FIRE SERVICE	1	\$ 9,225.70	\$	9,225.70	
8	T&M - FRAME AND POUR RETAINING WALL	1	\$ 3,155.90	\$	3,155.90	
9	T&M - TEMPORARY ACCESS STONE	1	\$ 5,230.50	\$	5,230.50	
10	AUP - ADDITIONAL HMA TONNAGE AT COMMERCIAL DRIVES	110	\$ 165.00	\$	18,150.00	
11	AUP - RESTORATION REPAIRS	1	\$ 27,450.00	\$	27,450.00	
12	AUP - ASPHALT MODIFICATIONS	1	\$ 20,161.76	\$	20,161.76	

DEBITS				VALUES
1	PAY ESTIMATE 1		\$	1,003,223.43
2	PAY ESTIMATE 2		\$	620,803.39
3	PAY ESTIMATE 3		\$	801,941.29

SUMMARY	
TOTAL MISCELLANEOUS ADDITIONS	\$ 122,510.70
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 2,573,812.40
DEDUCT RETAINAGE (0%)	\$ -
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 2,573,812.40
TOTAL DEBITS	\$ 2,425,968.11
NET AMOUNT DUE - THIS PAYMENT	\$ 147,844.29

PREPARED BY:

APPROVED BY:





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 #3

Tracking Number

PW 2024-96

### Agenda Item Summary Memo

**Title:** Roadway Planning Update

**Meeting and Date:** Public Works Committee – November 19, 2024

**Synopsis:** Please see the attached memo.

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Informational

**Council Action Requested:** None

**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: November 13, 2024  
Subject: Roadway Planning Update

The purpose of this memo is to update the Public Works Committee on the status of roadway planning efforts within the northwest area of the City.

Attached is a map that identifies the area's current conceptual planning efforts, including Beecher, Faxon, and Corneils Roads. Current City policies call for roadways to be reconstructed adjacent to developments and we have broken down the roadways per section to assist in identifying potential responsibility. Please see the comments per each roadway below:

## **Beecher Road**

- This roadway is planned to be constructed/reconstructed from its existing terminus to Corneils Road.
- The cross-section is planned to be urban (with curb and gutter) south of the RR tracks and rural north of the RR tracks.
- Cyrus One has committed to reconstructing section 3.

Beecher Road Cost Estimates		
Section	Estimated Cost	Potential Responsibility
1	\$ 5,700,000	TBD
2	\$ 2,000,000	TBD
3	\$ 1,050,000	Cyrus One
4	\$ 1,700,000	TBD
5	\$ 1,500,000	TBD

## **Faxon Road**

- This roadway (section 1) is planned to be constructed/reconstructed from Eldamain Road to the eastern terminus, near the RR tracks. Cyrus One has committed to reconstructing this section.
- Section 1 is planned to be a rural cross-section.
- Section 2 is planned to be an urban cross-section and will involve the reconstruction of the structure at Rob Roy Creek.

Faxon Road Cost Estimates		
Section	Estimated Cost	Potential Responsibility
1	\$ 5,700,000	Cyrus One
2	\$ 4,700,000	TBD

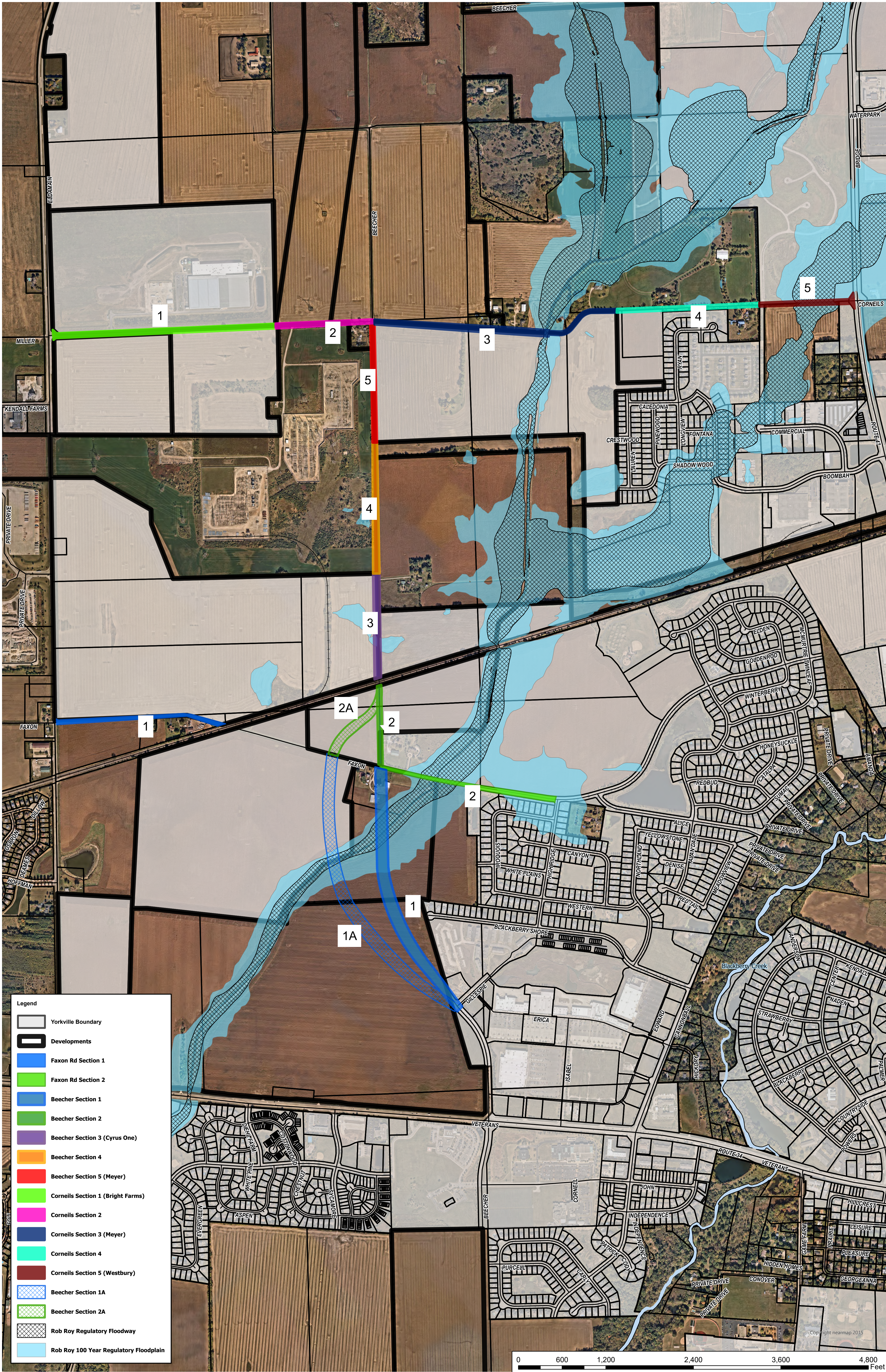
**Corneils Road**

- This roadway is planned to be reconstructed from the BrightFarms entrance to Rt 47.
- The cross section is planned to be rural.
- BrightFarms has committed to further reconstructing section 1, within 3 years of occupancy.

<b>Corneils Road Cost Estimates</b>		
<b>Section</b>	<b>Estimated Cost</b>	<b>Potential Responsibility</b>
1	\$ 1,600,000	BrightFarms
2	\$ 1,200,000	TBD
3	\$ 4,230,000	TBD
4	\$ 1,800,000	TBD
5	\$ 1,600,000	TBD

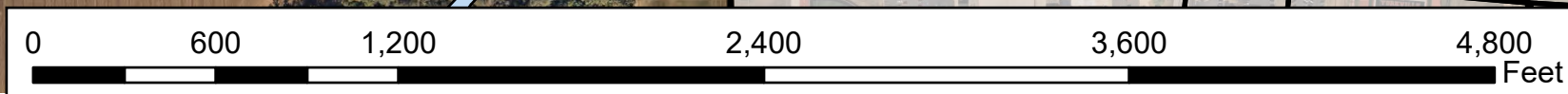
Additional roadway planning will occur north of Corneils Road once potential development plans become more clear. If you have any questions or need additional information, please let me know.





**Legend**

- Yorkville Boundary
- Developments
- Faxon Rd Section 1
- Faxon Rd Section 2
- Beecher Section 1
- Beecher Section 2
- Beecher Section 3 (Cyrus One)
- Beecher Section 4
- Beecher Section 5 (Meyer)
- Cornells Section 1 (Bright Farms)
- Cornells Section 2
- Cornells Section 3 (Meyer)
- Cornells Section 4
- Cornells Section 5 (Westbury)
- Beecher Section 1A
- Beecher Section 2A
- Rob Roy Regulatory Floodway
- Rob Roy 100 Year Regulatory Floodplain







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

Agenda Item Number

New Business #4

Tracking Number

PW 2024-97

### Agenda Item Summary Memo

**Title:** 2024 Road to Better Roads Program - MFT

**Meeting and Date:** Public Works Committee – November 19, 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 of Request for Change in Plans and Final Payment

Estimate

**Submitted by:** Brad Sanderson Engineering  
Name Department

### Agenda Item Notes:

---

---

---

---

---

*Have a question or comment about this agenda item?*

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





# Memorandum

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

Date: November 5, 2024  
Subject: 2024 Road to Better Roads - MFT

---

The 2024 Road to Better Roads Program was awarded to D. Construction 1488 S. Broadway Coal City, IL 60416 at total awarded value of \$1,382,442.77. The project is now complete and accepted.

The project came in \$12,965.13 under budget for a Final Construction Cost of \$1,369,477.64. Due to the use of Motor Fuel Tax Funds, the Request for Change in Plans and Engineer's Final Pay Estimate needs to be approved by IDOT before final payment can be made.

We recommend that the City approve the Request for Change in Plans and Engineer's Final Payment Estimate.

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



## Request for Approval of Change of Plans

Local Public Agency	County	Route	Section Number
United City of Yorkville	Kendall	Various Local Roads	24-00000-00-GM

Request Number	<input checked="" type="checkbox"/> Final	Contractor
1		D. Construction Inc.

Address	City	State	Zip Code
1488 S. Broadway	Coal City	IL	60416

Date

10/28/24

I recommend that this Deduction be made from the above contract.

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

	Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
-	Partial Depth Patching (Special)	Sq Yd	280	\$29.0000	D	\$0.0000	\$8,120.0000
-	Hot-Mix Asphalt Surface Removal - Butt Joint	Sq Yd	7	\$0.0100	A	\$0.0700	\$0.0000
-	Hot-Mix Asphalt Surface Removal, 1.5"	Sq Yd	2723	\$1.6000	A	\$4,356.8000	\$0.0000
-	Bituminous Materials (Tack Coat)	Pound	10595	\$0.0100	D	\$0.0000	\$105.9500
-	Hot-Mix Asphalt Binder Course, IL-9.5, N50	Ton	355	\$70.0000	D	\$0.0000	\$24,850.0000
-	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50	Ton	226	\$78.0000	A	\$17,628.0000	\$0.0000
-	Combination Concrete Curb and Gutter Removal and Replacement	Foot	691	\$47.6000	A	\$32,891.6000	\$0.0000
-	Sidewalk Removal	Sq Ft	1430	\$2.7500	D	\$0.0000	\$3,932.5000
-	Portland Cement Concrete Sidewalk, 5 Inch	Sq Ft	1692	\$10.0000	D	\$0.0000	\$16,920.0000
-	Detectable Warnings	Sq Ft	8	\$40.7000	A	\$325.6000	\$0.0000
-	Inlets To Be Adjusted	Each	2	\$600.0000	A	\$1,200.0000	\$0.0000
-	Manholes To Be Adjusted	Each	1	\$800.0000	D	\$0.0000	\$800.0000
-	Sanitary Manholes To Be Adjusted	Each	2	\$1,200.0000	D	\$0.0000	\$2,400.0000
-	Type 1 Frame, Open Lid	Each	4	\$500.0000	D	\$0.0000	\$2,000.0000
-	Type 1 Frame, Closed Lid	Each	1	\$500.0000	D	\$0.0000	\$500.0000
-	Type 3 Frame and Grate	Each	1	\$500.0000	A	\$500.0000	\$0.0000
-	Valve Boxes To Be Adjusted	Each	1	\$550.0000	D	\$0.0000	\$550.0000
-	Domestic Water Service Boxes To Be Adjusted	Each	1	\$550.0000	D	\$0.0000	\$550.0000
-	Thermoplastic Pavement Markings - Line 4"	Foot	152	\$0.9900	D	\$0.0000	\$150.4800
-	Thermoplastic Pavement Markings - Line 6"	Foot	100	\$1.3200	A	\$132.0000	\$0.0000
-	Thermoplastic Pavement Markings - Line 8"	Foot	75	\$1.9800	D	\$0.0000	\$148.5000
-	Thermoplastic Pavement Markings - Line 12"	Foot	56	\$2.2000	A	\$123.2000	\$0.0000

	Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
-	Thermoplastic Pavement Markings - Line 24"	Foot	48	\$5.5000	A	\$264.0000	\$0.0000
-	Hot-Mix Asphalt Driveway Removal and Replacement	Sq Yd	22.8	\$30.0000	A	\$684.0000	\$0.0000
-	Remove and Reinstall Brick Pavers	Sq Ft	1	\$25.6000	D	\$0.0000	\$25.6000
-	Hot-Mix Asphalt Bike Path Removal and Replacement	Sq Yd	12.8	\$50.0000	D	\$0.0000	\$640.0000
-	Sodding, Special	Sq Yd	85.6	\$20.5200	D	\$0.0000	\$1,756.5120
-	Supplemental Watering	Unit	80	\$0.0100	A	\$0.8000	\$0.0000
-	Routing and Sealing Cracks	Foot	36188	\$0.8200	D	\$0.0000	\$29,674.1600
-	Crack Routing	Foot	36000	\$0.0600	A	\$2,160.0000	\$0.0000
-	Crack Filling	Pound	12000	\$1.8500	A	\$22,200.0000	\$0.0000
-	Class D Patches, 2 Inch	Sq Yd	100	\$25.0000	D	\$0.0000	\$2,500.0000
-	Thermoplastic Pavement Markings - Letters & Symbols	Sq Ft	35	\$5.5000	A	\$192.5000	\$0.0000
Total Changes						\$82,658.57	\$95,623.70

Add Row

Total Net Change	(\$12,965.13)
Amount of Original Contract	\$1,382,442.77
Amount of Previous Change Orders	\$0.00
Amount of adjusted/final contract	\$1,369,477.64

Total net **deduction** to date (\$12,965.13) which is -0.94% of the contract price.

State fully the nature and reason for the change

As completed per field measurements. See attached for explanation.

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

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

Prepared By

Christopher J. Ott

Title of Preparer

Project Manager

Submitted/Approved

Local Public Agency Signature & Date

BY:

Title: Mayor

**For a Road District project County Engineer signature required.**

County Engineer/Superintendent of HighwaysSignature & Date

--

**Approved:**

**Illinois Department of Transportation**

Regional Engineer Signature & Date

--

**IDOT Department Use Only**

Received Location Received Date Additional Location?

--

--

☐

WMFT Entry By

Entry Date

--

--

UNITED CITY OF YORKVILLE  
2024 ROAD PROGRAM  
SECTION NO. 24-00000-00-GM  
BLR 13210 SUPPLEMENT  
EXPLANATION OF PAY ITEM CHANGES IN EXCESS OF \$10,000

**HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50 (355 TONS DEDUCTED AT \$70.00/TON = \$24,850.00)**

This item was decreased based on existing field conditions and reflects actual delivered tonnages.

**HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N 50 (226 TONS ADDED AT \$78.00/TON = \$17,628.00)**

This item was increased based on existing field conditions and reflects actual delivered tonnages.

**COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (691 FEET ADDED AT \$47.60/FOOT = \$32,891.60)**

This item was increased in quantity due to additional curb deterioration that occurred between design and construction of the project.

**PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH (1,692 SQUARE FEET DEDUCTED AT \$10/SQUARE FOOT = \$16,920.00)**

This item was decreased in quantity due to less sidewalk needing replacement at various ADA ramps throughout the project.

**ROUTING AND SEALING CRACKS (36,188 FEET DEDUCTED AT \$0.82/FOOT = \$29,674.16)**

This item was removed from the contract.

**CRACK FILLING (12,000 POUNDS ADDED AT \$1.85/FOOT = \$22,200.00)**

This item was increased due to additional cracking in the streets that were crack sealed.





## Engineer's Payment Estimate

Local Public Agency

County

Route(s) (Street/Road)

Section Number

Estimate 4

United City of Yorkville

Kendall

Various Local Roads

24-00000-00-GM

☒ Final

Payable to Name

D. Construction Inc.

Address

Date From

Date To

1488 S. Broadway Coal City, IL

09/17/24

10/28/24

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
		Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
Partial Depth Patching (Special)	SQ YD	280	\$8,120.00		280	0	\$29.0000	
Hot-Mix Asphalt Surface Removal - Butt Joint	SQ YD	140	\$1.40	7		147	\$0.0100	\$1.4700
Hot-Mix Asphalt Surface Removal, Variable Depth	SQ YD	39430	\$118,290.00			39430	\$3.0000	\$118,290.0000
Hot-Mix Asphalt Surface Removal, 1.5"	SQ YD	19555	\$31,288.00	2723		22278	\$1.6000	\$35,644.8000
Bituminous Materials (Tack Coat)	Pound	31055	\$310.55		10595	20460	\$0.0100	\$204.6000
Hot-Mix Asphalt Binder Course, IL-9.5, N50	Ton	3400	\$238,000.00		355	3045	\$70.0000	\$213,150.0000
Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50	Ton	5090	\$397,020.00	226		5316	\$78.0000	\$414,648.0000
Combination Concrete Curb and Gutter Removal and Replacement	Foot	2116	\$100,721.60	691		2807	\$47.6000	\$133,613.2000
Sidewalk Removal	SQ FT	17325	\$47,643.75		1430	15895	\$2.7500	\$43,711.2500
Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	17480	\$174,800.00		1692	15788	\$10.0000	\$157,880.0000
Detectable Warnings	SQ FT	742	\$30,199.40	8		750	\$40.7000	\$30,525.0000
Inlets To Be Adjusted	Each	42	\$25,200.00	2		44	\$600.0000	\$26,400.0000
Manholes To Be Adjusted	Each	1	\$800.00		1	0	\$800.0000	
Sanitary Manholes To Be Adjusted	Each	2	\$2,400.00		2	0	\$1,200.0000	

Local Public Agency			County	Route(s) (Street/Road)		Section Number		
United City of Yorkville			Kendall	Various Local Roads		24-00000-00-GM		
Pay Items	Meas.	Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
Type 1 Frame, Open Lid	Each	8	\$4,000.00		4	4	\$500.0000	\$2,000.0000
Type 1 Frame, Closed Lid	Each	1	\$500.00		1	0	\$500.0000	
Type 3 Frame and Grate	Each	1	\$500.00	1		2	\$500.0000	\$1,000.0000
Valve Boxes To Be Adjusted	Each	3	\$1,650.00		1	2	\$550.0000	\$1,100.0000
Domestic Water Service Boxes To Be Adjusted	Each	1	\$550.00		1	0	\$550.0000	
Thermoplastic Pavement Markings - Letters & Symbols	SQ FT	477	\$2,623.50	35		512	\$5.5000	\$2,816.0000
Thermoplastic Pavement Markings - Line 4"	Foot	2050	\$2,029.50		152	1898	\$0.9900	\$1,879.0200
Thermoplastic Pavement Markings - Line 6"	Foot	3244	\$4,282.08	100		3344	\$1.3200	\$4,414.0800
Thermoplastic Pavement Markings - Line 8"	Foot	429	\$849.42		75	354	\$1.9800	\$700.9200
Thermoplastic Pavement Markings - Line 12"	Foot	205	\$451.00	56		261	\$2.2000	\$574.2000
Thermoplastic Pavement Markings - Line 24"	Foot	119	\$654.50	48		167	\$5.5000	\$918.5000
Hot-Mix Asphalt Driveway Removal and Replacement	SQ YD	286.2	\$8,586.00	22.8		309	\$30.0000	\$9,270.0000
Remove and Reinstall Brick Pavers	SQ FT	12	\$307.20		1	11	\$25.6000	\$281.6000
Bike Path Removal	SQ FT	170	\$1,700.00			170	\$10.0000	\$1,700.0000
Hot-Mix Asphalt Bike Path Removal and Replacement	SQ YD	50.8	\$2,540.00		12.8	38	\$50.0000	\$1,900.0000
Sodding, Special	SQ YD	2035.6	\$41,770.51		85.6	1950	\$20.5200	\$40,014.0000
Supplemental Watering	Unit	20	\$0.20	80		100	\$0.0100	\$1.0000
Traffic Control and Protection	L Sum	1	\$20,000.00			1	\$20,000.0000	\$20,000.0000
Routing and Sealing Cracks	Foot	36188	\$29,674.16		36188	0	\$0.8200	
Crack Routing	Foot	48000	\$2,880.00	36000		84000	\$0.0600	\$5,040.0000
Crack Filling	Pound	16000	\$29,600.00	12000		28000	\$1.8500	\$51,800.0000

Local Public Agency			County		Route(s) (Street/Road)		Section Number		
United City of Yorkville			Kendall		Various Local Roads		24-00000-00-GM		
Class D Patches, 2 Inch	SQ YD	2100	\$52,500.00		100	2000	\$25.0000	\$50,000.0000	
Total			\$1,382,442.77	Total			\$1,369,477.64		
Miscellaneous Extras and Credits						Values			
Total Miscellaneous Extras and Credits									
Total Value of Completed Work						\$1,369,477.64			
Deduct Retainage						\$0.00			
Balance Due of Completed Work						\$1,369,477.64			
Miscellaneous Debits						Values			
Total Miscellaneous Debits									
Net Cost of Section						\$1,369,477.64			
Previous Payments						\$1,300,820.88			
Net Amount Due						\$68,656.76			

- ☐ The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).
- ☒ The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.
- ☐ The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various Local Roads	24-00000-00-GM

Resident Engineer Signature & Date

Prepared by	Title
Christopher J. Ott	Project Manager

Local Agency Signature & Date

Approved  
Regional Engineer Signature & Date

IDOT Department Use Only

Received Location	Received Date	Additional Location?
		<input type="checkbox"/>

WMFT Entry By	Entry Date



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

Agenda Item Number

New Business #5

Tracking Number

PW 2024-98

### Agenda Item Summary Memo

**Title:** Meter Change Out Proposal

**Meeting and Date:** Public Works Committee – November 19, 2024

**Synopsis:** Proposed change out of certain meters to assist us in getting under 10%

Non-revenue water loss.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

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

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse Public Works  
Name Department

#### Agenda Item Notes:

---

---

---

---

---





# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: November 4, 2024  
Subject: Water Meter Changeout Proposal

---

## **Summary**

A proposal from our current water meter supplier to replace 1243 water meters with new meters and meter reading units that would allow us to use a fixed based meter reading system. The proposed cost for this service is \$735,092.25. We currently have \$800,000 budgeted for this project in the approved FY25 budget.

## **Background**

Reducing our non-revenue water loss to less than 10% is a requirement of our Lake Michigan allocation and is a high priority for the City to come into compliance before we switch to lake water. Besides being a requirement, getting into compliance a year before we start to get water from Lake Michigan will potentially save us millions in the future. If we are under the 10% non-revenue water loss, we will not have to annually submit and implement a non-revenue water loss remediation plan. The plan would have to include upgrades to our system to bring us into compliance. As we know, replacing infrastructure is very expensive and any money we can save will help keep water rates as low as possible. At this time, we are replacing all water main that is not ductile iron, performing leak detection on our entire system each year, and replacing certain water meters that may no longer be accurate in an effort to come into compliance by October 2026.

The attached proposal is from Core and Main, our areas Sensus meter distributor, that breaks down the size and number of meters we are looking to replace along with the cost of the smart points, accessories, base station, analytics, integration, and hosting, along with labor. We have used Sensus meters longer than I have been with the city. When I started in 1995, we were updating meters that had been in use since the 60's and 70's and replacing them with Sensus meters. At that time, we had many different meters in place and read them all manually. Our next upgrade was installing touch pads on new and replacement meters which allowed us to walk up to the touch pad with a handheld unit and touch the pad to store a read. After that, we started installing MXU boxes along with our current iperl meter which allowed us to implement a drive by reading system on new installs and any replacement meters. Finally, we have started installing the latest meter readers which are called flexnets. All current meters with flexnet readers will be able to communicate with the new base station. Currently, we have 3614 flexnet meters in the system. With the upgrade, we will have roughly 54% of our meters on the radio read system with approximately 4000 left on the drive by system. The drive by meters and readers will be our next replacement group which can be broken down into several years if necessary to fit within our budget.

Changing out these certain water meters will not only improve our accuracy to assist in getting us under our 10% threshold, but it will also greatly improve our efficiency and allow us to serve the residents better by giving them almost real time usage reports, history of usage and being able to alert them if there is unusually high usage. Our efficiency will be improved in many ways. Below is a list of 3 items I believe will greatly improve our efficiency.

1. Eliminating our walking route. This route has manual meters that take an employee a week to complete. While that may not sound like much, that adds up to 6 weeks per year if everything goes smooth. 6 weeks is about 11.5% of an employee's work year. Removing that much time will improve the efficiency of the department.
2. We will be able to get final reads immediately instead of sending someone to the site to get a reading. At this time, we must send someone to get a reading for every new home and every existing home that is bought/sold. Year to date, we have had 672 final reads for new construction and move in/out. If we figure 30 minutes per read from the time the call comes in at city hall to the time we return the read to city hall we will save 336 hours of time by having the reads be instant. That is 16% of an employee's work year.
3. We will be getting rid of a hodge-podge system of reads and narrowing it down to the flexnet radio reads and the drive by radio reads. Currently, we have 151 touch pads and 573 manual meters that make up our walking route. In addition, we have 389 ITRON reads which were a trial meter that we used in Autumn Creek/Prairie Meadows/Grande Reserve areas that were supposed to be the "next great advance in meter technology". Those readers are now obsolete and no longer technically supported. We are currently using a program on our radio read computer to read each ITRON endpoint and manually add each read to a spreadsheet. You can imagine the time we will save if we can change these out for fixed base radio reads that are instant. Making sure every meter is loaded into the proper place, getting the reads, and downloading the reads all take time.

All these efficiency improvements are on the conservative side. I counted on everything going smoothly every time we use it. As we know, with old technology, that is not the case. I did not count for any delays or glitches in our system, nor did I count the re-reads that we have to do each time we read the whole town. There will always be meters that don't read, have an error, or have a very odd read that doesn't make sense. We then must go out and get the reads again either with the radio read system, or manually.

This program is basically a turnkey operation for the City. Our involvement would be limited to the initial announcement to let everyone that is in the program know that there will be a meter change out and that Core and Main have been hired to complete the work. From There, Core and Main will contact the residents, set up appointment, swap out the meter, program the meter, and enter it in the database. The support team would then assist in integrating the new meters into our system for billing. This may take some support from MSI as well, but Sensus has worked with us and many other municipalities, I am confident this will be a smooth process. During this process, our responsibilities will be to answer any questions that resident's may have regarding the program, assisting in integrating the new meters into our billing system, and assisting with residents that do not want to make appointments with the contractor. In these cases, we may have to accompany the contractor, or in extreme cases, we may have to cut off water service

until such time as we can get in to change the meter. I say extreme, but it is so incredibly rare that I can only think on one time this has happened in my tenure with the City. We realize that this is a last resort, and we do everything possible not to use this tool. We expect this entire process to take 3-5 months. Core and Main is confident that 3 months will be adequate, but they build in extra time just in case.

I have attached a reference list of other local municipalities that have the Sensus FlexNet AMI (Advanced Metering Infrastructure) system that are in use. We are also happy with the Sensus meters, the support we get from them, and staying with Sensus meters will be the most cost-effective solution to upgrading our system to a full AMI system since almost all meters that are currently in our system are Sensus meters.

Once the initial change out is completed, staff will work on putting together a comprehensive plan to switch the rest of our meters over to the new fixed base system. With the remaining meter count being over 4,000 we have not yet determined if a multi-year program would be better than doing it all at once. We will have to look at all aspects before bringing anything forward for consideration.

### **Recommendation**

Staff recommends approving the proposal from Core and Main of Belvidere, IL in the amount of \$735,092.25. This will need to be a super majority approval since this is a sole source bid.



6829 Irene Road, Belvidere IL., 61008

**Date:** October 31, 2024  
**Village:** Yorkville  
**Attn:** Jon Bauer

**Subject: Yorkville 2025 Phase 1 Quotation for Sensus Meters/FlexNet System**

<b>Product</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extension</b>
<b>New Water Meters</b>			
5/8" Sensus iPERL Water Meter	0	\$130.00 ea	\$0.00
3/4"S Sensus iPERL Water Meter	1061	\$130.00 ea	\$137,930.00
3/4" Sensus iPERL Water Meter (9"LL)	0	\$152.00 ea	\$0.00
1" Sensus iPERL Water Meter	182	\$205.00 ea	\$37,310.00
3/4"S Sensus Ally Water Meter (7 1/2"LL)	0	\$425.00 ea	\$0.00
1" Sensus Ally Water Meter (7 1/2"LL)	0	\$505.00 ea	\$0.00
<b>Section Total:</b>	<b>1243</b>		<b>\$175,240.00</b>
<b>New 1 1/2" - 3" OMNI C2 Water Meters</b>			
1 1/2" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	6	\$1,250.00 ea	\$7,500.00
2" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	1	\$1,440.00 ea	\$1,440.00
3" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	1	\$1,825.00 ea	\$1,825.00
<b>Section Total:</b>	<b>8</b>		<b>\$10,765.00</b>
<b>Labor</b>			
Installation of 5/8" Meter	0	\$170.00 ea	\$0.00
Installation of 3/4" Meter	1061	\$170.00 ea	\$180,370.00
Installation of 1" Meter	182	\$170.00 ea	\$30,940.00
Installation of 1-1/2" Meter	6	\$395.00 ea	\$2,370.00
Installation of 2" Meter	1	\$405.00 ea	\$405.00
Installation of 3" Meter	1	\$900.00 ea	\$900.00
Installation of New Wire	0	\$90.00 ea	\$0.00
Installation of Ground Strap 5/8"-1"	0	\$55.00 ea	\$0.00
Correct Hard Plumbing	0	\$265.00 ea	\$0.00
Smartpoint only (outside sets)	0	\$125.00 ea	\$0.00
Installation of 3/4" Ball Valve (includes valve)	0	\$250.00 ea	\$0.00
Installation of 1" Ball valve (includes valve)	0	\$285.00 ea	\$0.00
<b>Section Total:</b>			<b>\$214,985.00</b>
<b>Smartpoints</b>			
510M Single Port Touchcoupled Smartpoints	1251	\$130.00 ea	\$162,630.00
<b>Section Total:</b>	<b>1251</b>		<b>\$162,630.00</b>
<b>Meter Accessories</b>			
22 Guage 3-Conductor Meter Wire (500' Spool)	3	\$60.00 ea	\$180.00
5/8"-1" Ground Clamps	2486	\$4.25 ea	\$10,565.50
Seal Wire (1000' Spool)	2	\$110.00 ea	\$220.00
#4 Solid Copper Ground Wire (200' Spool)	5	\$325.00 ea	\$1,625.00
TouchPad	0	\$8.00 ea	\$0.00
3/4" Meter Gaskets	2122	\$0.00 ea	\$0.00
Plastic Meter Seal	1243	\$0.25 ea	\$310.75
A23-NL 5/8"X3/4" to 3/4" Adaptor	0	\$20.00 ea	\$0.00
<b>Section Total:</b>			<b>\$12,901.25</b>
<b>Infrastructure</b>			
M420B2 Tower Gateway Basestation includes installation.	2	\$55,000.00 ea	\$110,000.00
<b>Section Total:</b>			<b>\$110,000.00</b>

**Sensus Analytics SaaS Integration and Hosting Fees**

Sensus Analytics SA/RNI Set up Fee	1	\$12,975.00 one time	\$12,975.00
Sensus Analytics Billing Integration Fee	1	\$8,095.00 one time	\$8,095.00
Annual Sensus Analytics SA/RNI Hosting Fee 5K Services Year '25	1	\$22,216.00 annual	\$22,216.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year '26	0	\$26,645.00 annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '27	0	\$32,595.00 annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '28	0	\$33,573.00 annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '29	0	\$34,580.00 annual	\$0.00

**Section Total:** **\$43,286.00**

**Extended Warranties, Training, Management Fee**

Annual Walk by/Drive by Support	1	\$3,700.00 annual	\$3,700.00
Annual Infrastructure Maintenance Agreement (Year 2 per M400 TGB)	0	\$2,200.00 annual	\$0.00
RNI Training	1	\$6,350.00 one time	\$6,350.00
Project Management Fee	1	\$6,000.00 one time	\$6,000.00

**Section Total:** **\$16,050.00**

<b>Subtotal:</b>	<b>\$735,092.25</b>
------------------	---------------------

**NOTE:**

- \* Propagation study determined (2) Basestation required inside smartpoint installation.
- \* Basestation Pricing Includes installation and startup.
- \* Basestation Pricing subject to change pending job site survey.
- \* Pricing and installation does not include communication link between Basestation to (RNI).
- \* Utility responsible to provide electric at Basestation.
- \* Pricing does not include software interface to billing system.
- \* Final project pricing shall be determined by actual meter quantities supplied and installed.
- \* Final Pricing subject to volatile market conditions.
- \* Pricing does not include Payment/Performance Bond.
- \* Installation pricing are for "Labor Only" to replace meter with same lay length meter.
- \* Additional plumbing/pit set pricing determined case by case basis.
- \* Labor assumes no responsibility on ground wire sizing

Prices are good until **May 1, 2025**. Delivery can be made from stock to within twelve (12) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

*Steve Cooper*

Steve Cooper  
Territory Manager





### **LOCAL REFERENCES:**

Belvidere, Illinois

Brent Anderson (815) 544-6622 (asstpublicwksdir@ci.belvidere.il.us)

(4000) Sensus Water Meters with FlexNet AMI Network System

Completed – (2011)

Morton Grove, Illinois

Marty Durkin (847) 815-1688 (mdurkin@mortongroveil.org)

(8000) Sensus water Meters with FlexNet AMI System

Completed - 8000 total meters - (2011)

Wheeling, Illinois

Jeff Wolfgram (847) 279-6420 (jwolfgram@wheelingil.gov)

(8000) Sensus water Meters with FlexNet AMI System

Completed - (2013)

Bensenville, Illinois

Joe Caracci (630) 350-3431 (jcaracci@bensenville.il.us)

(5700) Sensus water Meters with FlexNet AMI System

Completed - (2013)

Homewood, Illinois

John Schaefer (708) 206-2901 (jschaefer@homesweethomewood.com)

(7000) Sensus water Meters with FlexNet AMI System

Completed - (2013)

Des Plaines, Illinois

Tim Watkins-(847) 391-5468 (twatkins@desplaines.org)

(16800) Sensus Water Meters with FlexNet AMI System

Completed- (2021)

Orland Park, Illinois

Ken Dado-(708) 403-6350 (KDado@orlandpark.org)

(24000) Sensus Water Meters with FlexNet AMI System

Currently Installing- (2015)

Calumet City, Illinois

Gerry Surufka-(708) 417-2233 (gsurufka@calumetcity.org)

(10000) Sensus Water Meters with FlexNet AMI System

Completed- (2017)



Glenview, Illinois  
Joe Kenney-(847) 724-1700  
(16000) Sensus Water Meters with FlexNet AMI System  
Completed- (2015)

Palatine, Illinois  
Matt Barry-(847) 705-5200 ([mbarry@palatine.il.us](mailto:mbarry@palatine.il.us))  
(19000) Sensus Water Meters with FlexNet AMI System  
Completed- (2015)

Aurora, Illinois  
Eric Schoeny-(630) 256-3486([eschoeny@aurora-il.org](mailto:eschoeny@aurora-il.org))  
(42000) Sensus Water Meters with FlexNet AMI System  
Completed- (2018)

Tinley Park, Illinois  
John Urbanski-(708) 444-5500([jurbanski@tinleypark.org](mailto:jurbanski@tinleypark.org))  
(22000) Sensus Water Meters with FlexNet AMI System  
Completed- (2018)

Oak Brook, Illinois  
Tim O'Malley-(847) 827-4490 ([tommaley@oak-brook.org](mailto:tommaley@oak-brook.org))  
(5400) Sensus Water Meters with FlexNet AMI System  
Completed- (2019)

Dixon, Illinois  
Matt Heckman-(815) 288-7474 ([matt.heckman@discoverdixon.org](mailto:matt.heckman@discoverdixon.org))  
(5400) Sensus Water Meters with FlexNet AMI System  
Completed- (2018)

Chicago Ridge, Illinois  
Stan Barwock-(708) 577-8920 ([Sbarwock@chicagoridge.org](mailto:Sbarwock@chicagoridge.org))  
(2200) Sensus Water Meters with FlexNet AMI System  
Completed- (2018)

Broadview, Illinois  
Matt Ames-(708) 681-3602 ([mames@broadview-il.org](mailto:mames@broadview-il.org))  
(3800) Sensus Water Meters with FlexNet AMI System  
Completed- (2018)



New Lenox, Illinois  
Mark Brow-(815) 215-4500 ([mbrow@newlenox.net](mailto:mbrow@newlenox.net))  
(10000) Sensus Water Meters with FlexNet AMI System  
Currently Installing- (2018)

Elk Grove Village, Illinois  
Keith Conley-(847) 734-8049 ([kconley@elkgrove.org](mailto:kconley@elkgrove.org))  
(12500) Sensus Water Meters with FlexNet AMI System  
Completed- (2019)

Lagrange Park, Illinois  
Rick Radde-(708) 243-9550 ([rradde@lagrangepark.org](mailto:rradde@lagrangepark.org))  
(4300) Sensus Water Meters with FlexNet AMI System  
Completed- (2018)

Algonquin, Illinois  
Jason Schutz-(847) 658-2700 ([jasonschutz@algonquin.org](mailto:jasonschutz@algonquin.org))  
(11000) Sensus Water Meters with FlexNet AMI System  
Completed- (2020)

Glencoe, Illinois  
Don Kirk-(847) 461-1154 ([dkirk@villageofglencoe.org](mailto:dkirk@villageofglencoe.org))  
(3300) Sensus Water Meters with FlexNet AMI System  
Completed- (2021)

Naperville, Illinois  
Darrell Blenniss- (630) 305-5994 ([BlennissD@naperville.il.us](mailto:BlennissD@naperville.il.us))  
(42,500) Sensus Smartpoints with FlexNet AMI System  
Completed- (2021)

Northfield, Illinois  
Bill Wipperfurth-(847) 456-2590 ([bwipperfurth@northfieldil.org](mailto:bwipperfurth@northfieldil.org))  
(3000) Sensus Water Meters with FlexNet AMI System  
Completed- (2022)

Itasca, Illinois  
Mike Subers – 630 228-5663 ([msubers@itasca.com](mailto:msubers@itasca.com))  
(2,700) Sensus Smartpoints with FlexNet AMI System  
Completed – (2024)



Bloomington, Illinois  
Ken Lindhorn – 630-671-5833 ([lindhornk@vil.bloomington.il.us](mailto:lindhornk@vil.bloomington.il.us))  
(7000) Sensus Smartpoints with FlexNet AMI System  
Completed – (2024)

Addison, Illinois  
Shawn Campbell – 331-254-0427 ([scampbell@addison-il.org](mailto:scampbell@addison-il.org))  
(12,000) Sensus Smartpoints with FlexNet AMI System  
Completed – (2023)

Additional references upon request



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

Agenda Item Number

New Business #6

Tracking Number

PW 2024-99

### Agenda Item Summary Memo

**Title:** Proposed Rob Roy Drainage District Work

**Meeting and Date:** Public Works Committee – November 19, 2024

**Synopsis:** Proposed grading, drain tile installation, and seeding work on the Rob Roy

Drainage Ditch

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

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

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse Public Works  
Name Department

### Agenda Item Notes:

---

---

---

---

---





# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: November 12, 2024  
Subject: Rob Roy Drainage District Proposed Work

---

## **Summary**

Proposed work to further restore the Rob Roy Drainage Ditch and allow it to function properly and be efficiently maintained.

## **Background**

The Mayor and City Council last talked about the Rob Roy Drainage Ditch in March of 2024 when you approved stump removal in certain locations along the drainage ditch.

To finish out this project, the drainage district is proposing additional work to assist the area in draining to the ditch from the farm fields, leveling the bank, and seeding the area. The Drainage District has received 2 quotes from local contractors to complete this work. Both quotes were from local companies and were within approximately 6% of each other. The bids were both reasonable for work that is proposed in my opinion.

Work for this proposal will take place from Rt. 34 to Galena Rd. at various locations, I have attached a map for your reference. In general, the banks of the ditch will be leveled, and drainage pipe installed at areas where it is necessary to properly drain the adjacent land. The area will then be seeded to prevent erosion of the banks.

To date, we have spent \$294,881 of the \$500,000 which leaves us with \$205,119 remaining. The low bid of \$124,714.28 easily keeps us below budget and will allow the drainage district to maintain the ditch more efficiently and for the ditch to function properly. This money is in the budget and must be spent by December 31, 2024, according to the grant agreement we signed with Kendall County.

The spending deadline puts us in a precarious position. Do we approve the proposal and put a hard deadline of December 30<sup>th</sup> to make sure we can get a check cut by December 31<sup>st</sup> to be eligible for the grant money, or do we decline to move forward with the project and give back the balance of the funds? If the City Council decides to move forward with this proposal, it will need a super majority vote due to the fact that we did not go through the normal RFP process due to time constraints.

## **Recommendation**

After talking directly with the recommended bidder, they have assured me that they can get all work accomplished by the deadline barring any unforeseen weather event(s) that would not allow work to be completed by an extended period. Therefore, staff recommends R.A.S. Land Management, Co. of Yorkville in an amount not to exceed \$124,714.28



# Untitled Map

Write a description for your map.

## Legend

- Autumn Creek
- Blackberry Oaks Golf Course
- Feature 1
- Feature 2
- Feature 3
- Jewel-Osco
- Raging Waves Waterpark
- Untitled Path

Google Earth

Image © 2024 Airbus

FOX HILL

1 mi





YORKVILLE, IL

*Bob Schwartz (630) 918-2348*

*Andy Schwartz (630) 918-7499*

Customer:

City of Yorkville ILL.

Rob Roy Drainage District

Date: 11/4/2024

**Proposal for reclamation work along Rob Roy Drainage Ditch**

DESCRIPTION	QUANTITY	COST	TOTAL
Establish proper grading on both sides of Rob Roy drainage ditch from Route 34 to Galena road to allow for seeding, mowing, maintenance, & proper water flow.		\$	-
Install 12" dual wall drainage pipes with flared ends in necessary areas to allow proper water flow into ditch. (Approx. 2300 linear feet)		\$	-
Seed bare dirt with wheat		\$	-
<b>Total</b>			<b>\$124,714.28</b>

\*\*\*This project must be inspected and approved by the Rob Roy Drainage District upon completion.

\*\*\*Work will be performed in compliance with Kendall County prevailing wage requirements.

*Thank you for the opportunity to provide you with a bid!*



PO BOX 1138  
Yorkville, Illinois 60560  
630-254-8319  
cdj80@msn.com

ATTN: City of Yorkville and Rob Roy Drainage  
District

Date: 10/30/24

Phone:

We hereby submit specifications and estimate for:

Rob Roy Creek Improvements, Yorkville, IL

Price includes the following:

Installation of 50 12" dual wall HDPE pipe with 1 FES each (in varying lengths from 20'-80') (total of 2300 feet) to be installed in various locations from Rt 34 to Galena Rd	
Regrade and reshape on both east and west side of creek where tree removal has taken place	\$ 132,000.00
After grading, broadcast spread winter wheat	

\*Final approval to be given by Rob Roy Drainage District

\*no debris or brush removal

We hereby propose to furnish labor complete in accordance with the above  
specifications, for the sum of: \$ 132,000.00

Payments as follows: Upon completion of each section of work or every 30 days

Exclusions: Permit acquisition, handling or hauling of contaminated soils, soils remediation, frost breaking, engineering/lay-out, shoring of excavations, demolition/excavation/export of unforeseen obstructions located below grade. Winter service charges. Dewatering beyond the capabilities of a 2" pump. No as-builts. All prices based on site being at subgrade elevation. Jensen Land Services is not responsible for utilities that are not marked by Julie and any costs for locating or repair of unmarked utilities is the responsibility of the owner, including sprinklers and parking lot lights. If silt fence or perimeter fence is located within 10' of work area in any direction, it will need to be removed and replacement/reinstallation will be at owner/general contractor expense. Daily winter service charge from Jan 1-Mar 31.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accident or delays beyond our control. If legal action is necessary for collection, a 2% monthly interest charge (24% per annum) will be accrued, in addition to all fees incurred for recovery. Prevailing Wage rates are excluded. If it is determined that government or municipal funds are an inclusive part of this project and/or agreements herein and project requires labor at prevailing wage rates then a change order extra will be immediately forthcoming. This proposal is subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Print



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

Agenda Item Number

Old Business #1

Tracking Number

PW 2024-93

### Agenda Item Summary Memo

**Title:** Grace Holistic Parking – Garden Street

**Meeting and Date:** Public Works Committee – November 19, 2024

**Synopsis:** Please see the attached memo.

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse Public Works  
Name Department

### Agenda Item Notes:

---

---

---

---

---



# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: November 14, 2024  
Subject: Garden Street Parking

---

## **Summary**

Update for the committee regarding the parking issue on Garden Street near the schools.

## **Background**

Last month, Grace Holistic Center for Education asked that the parking restrictions on Garden Street be modified to allow for parent lineup for drop off and pickup daily. The committee agreed that this would be a benefit to the schools and not interfere with the spirit of the no parking area that is in effect now.

On October 24<sup>th</sup>, Public Works installed a placard below the existing no parking signs that delineate the specific times that are allowed for drop off and pickup. There is a photo attached of the sign and placard for your review. To date we have not received any feedback positive or negative regarding this change. Since there has been no negative feedback, staff has attached a proposed ordinance that updates the parking restrictions to reflect our modification.

## **Recommendation**

Staff recommends leaving the placards in place and amending the City Code to reflect the change in the parking regulation.



Ordinance No. 2024-\_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS  
REGULATING ON-STREET PARKING  
(GARDEN STREET)

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

**Section 1.** Title 6, Chapter 2, Section 6-2-2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

**6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:**

GARDEN STREET

A “no parking” zone shall be created on the north side of Garden Street from Route 47 to Garden Circle, except on Monday through Friday between the hours of 8:00 a.m. to 9:00 a.m. and between the hours of 2:00 p.m. to 3:00 p.m.

**Section 2.** If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 3.** This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

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

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CRAIG SOLING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

RUSTY CORNEILS \_\_\_\_\_

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

---

MAYOR

*Attest:*

---

CITY CLERK





EXCEPT MON-FRI  
8AM-9AM  
2PM-3PM

