



United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, March 18, 2025

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: February 18, 2025

New Business:

1. PW 2025-20 Snow Operations Report
2. PW 2025-21 Resolution Authorizing Participation in the State of Illinois Bulk Rock Salt Purchase Program
3. PW 2025-22 2025 EEI Hourly Rates
4. PW 2025-23 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation”
5. PW 2025-24 Resolution Authorizing the Purchase of Four Ford F-150 Trucks from River View Ford, in an Amount Not to Exceed \$179,713
6. PW 2025-25 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Water Main Replacement – Construction Engineering)
7. PW 2025-26 2025 Road to Better Roads – MFT Resolution and Cost Estimate
8. PW 2025-27 Resolution Approving a Bid to Complete the 2025 Local Roads Repaving Project (2025 Local Road Program – Contract Award)
9. PW 2025-28 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Local Road Program – Construction Engineering)
10. PW 2025-29 Resolution Approving a Bid to Complete the Bluestem Drive Water Main Improvements (Bluestem Water Main Replacement – Contract Award)
11. PW 2025-30 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Bluestem Water Main Improvements – Construction Engineering)
12. PW 2025-31 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Bertram Drive Connection – Design Engineering)
13. PW 2025-32 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Water Main Improvements – Design Engineering)
14. PW 2025-33 Pavement Management Study – Review of Results and Scenarios – Presentation
15. PW 2025-34 Water Revenue Study – Presentation
16. PW 2025-35 Southern Sanitary Sewer Connection – Change Order No. 1

Old Business:

1. PW 2025-18 Northland Lane Parking Restrictions – Discussion
2. PW 2025-19 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Cannonball Trail Shared Use Path – Feasibility Study – Preliminary Engineering)

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, March 18, 2025
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. February 18, 2025

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

NEW BUSINESS:

1. PW 2025-20 Snow Operations Report

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

2. PW 2025-21 Resolution Authorizing Participation in the State of Illinois Bulk Rock Salt Purchase Program

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2025-22 2025 EEI Hourly Rates

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2025-23 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation”

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2025-24 Resolution Authorizing the Purchase of Four Ford F-150 Trucks from River View Ford, in an Amount Not to Exceed \$179,713

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2025-25 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Water Main Replacement – Construction Engineering)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2025-26 2025 Road to Better Roads – MFT Resolution and Cost Estimate

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2025-27 Resolution Approving a Bid to Complete the 2025 Local Roads Repaving Project
(2025 Local Road Program – Contract Award)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2025-28 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2025 Local Road Program – Construction Engineering)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2025-29 Resolution Approving a Bid to Complete the Bluestem Drive Water Main
Improvements (Bluestem Water Main Replacement – Contract Award)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2025-30 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Bluestem Water Main Improvements – Construction Engineering)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

12. PW 2025-31 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Bertram Drive Connection – Design Engineering)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

13. PW 2025-32 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2026 Water Main Improvements – Design Engineering)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

14. PW 2025-33 Pavement Management Study – Review of Results and Scenarios – Presentation

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

15. PW 2025-34 Water Revenue Study – Presentation

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

16. PW 2025-35 Southern Sanitary Sewer Connection – Change Order No. 1

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. PW 2025-18 Northland Lane Parking Restrictions – Discussion

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

2. PW 2025-19 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Cannonball Trail Shared Use Path – Feasibility Study – Preliminary Engineering)☐ 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 – February 18, 2025

Meeting and Date: Public Works Committee – March 18, 2025

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, February 18, 2025, 6:00pm
Yorkville City Hall, East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL**

IN ATTENDANCE:

Committee Members

Chairman Ken Koch
Alderman Craig Soling

Alderman Rusty Corneils via Zoom
Alderman Matt Marek

Other City Officials

City Administrator Bart Olson
Engineer Brad Sanderson, EEI
Public Works Director Eric Dhuse

Assistant City Administrator Erin Willrett
Alderman Chris Funkhouser
Assistant Public Works Director John Sleezer

Other Guests:

Noah Anderson, resident
“iphone”

Joey Weslo, *Kendall County Record* via zoom

The meeting was called to order at 6:01pm by Chairman Ken Koch.

Citizen Comments: None

Previous Meeting Minutes: January 21, 2025

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

New Business:

1. PW 2025-12 Snow Operations Report

Mr. Dhuse referred to his report that shows the amount of salt and brine used and how many times the crews had to go out. He said it was a relatively mild winter and the city is below on salt usage. About 1,300 tons of salt were ordered this year which is 700 tons short of what is usually used.

2. PW 2025-13 Resolution Approving a Bid to Replace the Roofs at Three City Buildings

(Well No. 7, Well No. 8, Beecher Center Roofs)

Bids were received and the low bidder was Filotto Roofing at almost \$1 Million, \$2,800 over the budget which Mr. Dhuse said can be accommodated. The work will entail a tearoff and shingles and the work will be done before May 1. Mr. Dhuse said they also received a price for plywood which should only be needed at the Beecher Center in the roof valleys. Alderman Funkhouser asked if it is typical to only receive 2 bids. Mr. Dhuse said more bids are usually received, but both are reputable. This moves forward to City Council.

3. PW 2025-14 Ordinance Accepting the Dedication of a Right-of-Way for Public Road Purposes

(Crimson Lane)

Mr. Sanderson referred to the packet memo and said staff recently became aware that Crimson Lane had never been dedicated after 20 years. He recommended moving this forward for acceptance and he added that the city has been maintaining the road. This moves to the consent agenda.

4. PW 2025-15 Worsley Street Right-of-Way Vacation

Mr. Olson said the property in question is adjacent to property just rezoned for a multi-generational home owned by Peter McKnight. The neighbor is the Schillinger Family. It was determined that there is a 30-foot right-of-way for Worsley St. in between the 2 properties and there is no street or utilities there. They asked for a vacation of the property with each property owner receiving 15 feet and it will require a Public Hearing and Council approval, etc. Each will pay a nominal fee of about \$10. Mr. Olson recommended that the city retain a 5 foot utility easement on the center line of that right-of-way. If the committee approves, it will move forward to the Council to start the process. He noted it will take 6 out of 8 Aldermen to vote in favor. Alderman Marek asked how much staff time will be used for this process. Mr. Olson believes it will require a few dozen manhours, committee hours, plus attorney fees, etc. Mr. Marek asked if there is a cheaper route to accomplish this. Mr. Olson said there is no way to just convey the property to the 2 owners and that they could just use it for free. This property hasn't been used since 1920 and there is currently no use for it, said Mr. Dhuse. The committee recommended moving this forward to the City Council.

5. PW 2025-16 Resolution Approving a Bid to Replace Water Mains

Bids were taken a week ago for the 2025 Water Main Replacement program to replace 9,000 feet of water main, said Mr. Sanderson. This will be part of the efforts to reduce the water loss for the IDNR as part of the Lake Michigan project. There were 7 bidders with low bidder being Winninger Excavating at \$4.8 million. He said there are multiple funding sources. He said the IDNR has a different process and the Council has to approve a notice of intent to award, and several other documents that go to the IEPA before loans are finalized. Then it comes back to the Council to approve and the formal bid award is issued. The bids were higher than the initial loan amount was and the IEPA does have the money available to cover the cost. There are 2 more of these projects--for the tank project and the receiving station.

Alderman Koch asked if any of the water main will go under recently paved streets—the most recent was within the last 10-15 years. Alderman Marek asked what stage the city is in at this point, in the entire project. Mr. Sanderson will bring maps to the next meeting to show the progress. Mr. Dhuse added that there is one more year of accelerated water main replacement to be done by September 2026. The committee discussed upcoming streets where water main will be replaced. Alderman Funkhouser asked about courthouse square and what was vacated or retained. After checking the GIS map, Mr. Dhuse said Ridge and Jefferson were vacated and only Madison was retained. This item moves to the regular agenda.

6. PW 2025-17 Resolution Approving Supplement No. 1 to the Agreement for Land Acquisition Consulting Services with Mathewson Right of Way Company

Administrator Olson said the Mathewson Company was hired to facilitate parcel acquisition at Rts. 126 and 71. Federal WIFIA funds are being used. An agreement was approved a few months ago and now there is a need to buy 3 more properties at a cost of \$45,000 in a supplemental agreement. He recommended approval and the committee will move it forth to the regular Council agenda with their OK.

7. PW 2025-18 Northland Lane Parking Restrictions - Discussion

Mr. Olson said the 2013 original restriction allowed parking on the east side of the road due to hydrants on the west side and the city did not want kids to run between parked cars from the park. With Heartland Meadows going in, a fair amount of parking would be lost on the east side due to driveway cuts. The committee considered if the parking restrictions should be switched. Alderman Funkhouser said switching the parking would be almost equal and he has concern for the view coming around the corner and also parking on the curve. He would like numbers for parking and a line of sight and is open to notifying residents for feedback also. Mr. Olson noted that when Aldermen endorse a certain change, the HOA can send out letters to the residents. This matter will be brought back next month and Mr. Sanderson will do an exhibit and parking numbers. It was noted that a full traffic study has already been done regarding speed.

8. PW 2025-19 Cannonball Trail Path - Discussion

Alderman Koch noted an email had been sent to the committee about a serious accident involving a bike that had occurred in this area. He asked about the cost for a pedestrian trail. Mr. Sanderson said it would be about a mile of trail with a number of challenges including a large drainage ditch, right-of-way, the area is in the county and many trees. He estimated the cost to be \$750,000 to \$1 million. There is a future path along Rt. 47 and a path in on Cannonball would be a good connector with Rt. 34. Mr. Koch asked which side a possible trail would be situated. It was noted the accident was on the curve by the church and Amanda Lane. Mr. Olson said if this is moved forward, a feasibility study would be needed. He added that in 2011/2012 a referendum was done for a bike path so a cost estimate update could be done from that information. Alderman Marek said he has had many inquiries about a bike path and he believes there would be high usage. This will be brought back next month with additional information.

Old Business: None

Additional Business: None

There was no further business and the meeting adjourned at 6:46pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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 #1

Tracking Number

PW 2025-20

Agenda Item Summary Memo

Title: Snow Operations Report

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Final snow report for 24-25 season.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: March 11, 2025
Subject: Snow Report

Summary

Final snow report for winter 24-25.

Background

For the 3rd year in a row, we have had a much milder winter season than normal. This winter was so mild that our salt usage was only ~1100 tons. Although salt usage varies wildly, our historic usage is between 1500 and 2000 tons per year.

Although our salt usage was low, we doubled our brine usage from last season from 4469 to 9016 gallons of brine used. Not only was the weather more conducive for using brine, but our new trucks are also capable of pumping a tremendous amount of brine compared to our old trucks.

Of the 7 dump trucks we had on order at the beginning of last year, we received 5 trucks with another coming this week. This leaves 1 truck that will be delivered in FY26. This has been a tremendous help in clearing the streets. Having trucks that are reliable and can spread salt and brine efficiently makes snow removal much easier. Knowing that our trucks will not continuously break down is a HUGE relief to me and everyone involved with snow removal. Constantly having trucks break down put us behind in almost every event in prior years. Even this year, we had 3 of our old trucks out with major break downs for multiple weeks before we took possession of many of the new trucks. Luckily, the snowstorms or other weather events were infrequent, and we were able to cover many of the events with salting only, so it turned out ok.

Recommendation

This is an informational item.

Snow Event Date							Set to			
Date of Recording		3/7/2025					Salt			
G-Temp							Brine			
Recorder										
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of	Salt/Brine
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used	Setting
R1-#9	1144.2	8.8	494.5	267897	541.8	274.1	1013	13.6	133.95	
R2-#38	711	0.0	275.1	147046	534.5	192.2	760	14.8	0.00	
R3-#27	772.2	7.0	406.3	204004	502.1	239.1	763	12.7	102.00	
R4-#34	n/a	0.0	0.0	0	#DIV/0!	0.0	0		0.00	
R5-#30	967.5	6.2	520.8	277220	532.3	273.9	941	12.9	138.61	
R6-#23	861.5	10.7	571.1	314250	550.3	308.1	1104	13.5	157.13	
R7-#32	394.3	0.0	278.4	148394	533.0	204.8	697	12.8	74.20	
R8-#18	902.4	11.0	550.7	326261	592.4	333.2	1056	10.7	163.13	
R9-#39	190.8	0.0	95.4	58927	617.7	327.0	282	2.8	29.46	
Rt-#28	577.3	8.2	215.1	112081	521.1	57.4	230	15.4	56.04	
R11-#11	1025.5	7.9	426.9	231606	542.5	392.0	1549	14.6	115.80	
R12-#37	587.3	0.0	184.9	102554	554.6	147.9	621	15.1	51.28	
Total	8134.0		4019.2	2190240	#DIV/0!	2749.7	9016	11.7	1095.12	



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 #2

Tracking Number

PW 2025-21

Agenda Item Summary Memo

Title: Certificate of Authority By Vote – Bulk Rock Salt Purchase

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: State requirement to prove that certain city employees have authority to purchase

Certain items through the State purchase program such as bulk rock salt.

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: February 28, 2025
Subject: Certificate of Authority by Vote

Summary

The State of Illinois Central Management System is again requiring this form to be able to participate in the yearly bulk rock salt bid. Staff is seeking approval for the Director of Public Works and City Administrator to participate in the bulk rock salt purchasing program.

Background

Each year we participate in the State-run bulk rock salt purchase. We bid on our number of tons in March and receive prices sometime in October. This year, to submit your bid for salt, you again must fill out the attached form and send it in with your bid. This program started last year and appears to be a yearly reoccurrence.

This form is called the Certificate of Authority by Vote. It states that the City Council has authorized the Director of Public Works to enter into Contracts and joint participation agreements with the State of Illinois on behalf of the United City of Yorkville. The authorization comes by way of a vote that would be on March 25th at the regular meeting of the City Council.

In practice, I have been performing these exact same duties for purchasing bulk rock salt for decades. I will continue to bring all items forward for council approval for any contract or joint participation agreement with the State of Illinois.

Recommendation

I recommend the approval of this document which allows the Public Works Director and City Administrator to participate in contracts and joint participation agreements with the State of Illinois.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, AUTHORIZING PARTICIPATION IN THE STATE OF ILLINOIS BULK
ROCK SALT PURCHASE PROGRAM**

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

WHEREAS, the State of Illinois (the "State") conducts an annual bulk rock salt purchase, in which municipalities may participate (the "Program"); and

WHEREAS, for the City to participate in the Program, the Mayor and City Council (the "Corporate Authorities") of the City must, by official action, authorize representatives to act on behalf of the City, including delegating authority to enter into contracts and joint participation agreements with the State of Illinois on behalf of the City; and

WHEREAS, the City has participated in the Program for years, and the State of Illinois began to require this authorization in 2024; and

WHEREAS, the Corporate Authorities find it is in the best interests to authorize City Administrator Bart Olson and Director of Public Works Eric Dhuse to act on behalf of the City for the purposes of the Program.

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

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

Section 2. That City Administrator Bart Olson and Director of Public Works Eric Dhuse are hereby authorized to act on behalf of the City in the bulk rock salt purchase program, including to the authority to enter into contracts and joint participation agreements with the State

of Illinois and any of its agencies or departments, and are further authorized to execute any documents that may be necessary to the City’s participation in the bulk rock salt purchase program.

Section 3. That the City Clerk is hereby authorized to complete and execute the “Certificate of Authority by Vote”, attached hereto as *Exhibit A*.

Section 4. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

MAYOR

Attest:

CITY CLERK

Certificate of Authority by Vote

I, Jori Behland, **hereby certify** that I am duly appointed Clerk Of United City of Yorkville ("Governmental Unit"). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors (or equivalent governing body), duly called and held on March 25, 2025, at which a quorum of the Members was present and voting.

Voted: That Bart Olson, City Administrator and Eric Dhuse, Director of Public Works (may list more than one person) is duly authorized to enter into contracts, to include joint participation agreements, on behalf of United City of Yorkville with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I **hereby certify** that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated: _____

Attest: _____

(Written signature & Title)

Certificate of Authority by Bylaws

I, Jori Behland, **hereby certify** that I am duly appointed Clerk Of United City of Yorkville. I

hereby certify the following is a true copy of the current Bylaws (or equivalent law or ordinance) and that the Bylaws authorize the following person or position to bind the Governmental Unit for contractual obligations, to include joint participation agreements:

City Administrator and Director of Public Works

I further certify that the following individuals currently hold the office or position(s) authorized: Bart Olson and Eric Dhuse

I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Governmental Unit for contractual obligations, to include joint participation agreements with the State of Illinois.

Dated: _____

Attest: _____
(Written Signature & Title)

Certificate of Authority

I, Click to enter Name of Certifier/Attest., hereby certify that I am Click to enter title or position. of Click to enter Name of Entity.

I further certify that Click to enter Name of Entity. authorized the following person(s) and position(s) to bind the entity for contractual obligations, to include joint participation agreements with the State of Illinois:

Click to enter title(s) or position(s) of authorized person.

Click to enter Name of Person(s) Authorized.

I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Click to enter Name of Governmental Unit. for contractual obligations, to include joint participation agreements with the State of Illinois.

Dated: _____

Attest: _____

(Written Signature & Title)



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

Agenda Item Number

New Business #3

Tracking Number

PW 2025-22

Agenda Item Summary Memo

Title: 2025 EEI Rate Request

Meeting and Date: Public Works Committee – March 18, 2025

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: Public Works Committee
From: Bart Olson, City Administrator
CC:
Date: March 13, 2025
Subject: EEI Rate Request

Summary

Consideration of a request from EEI to increase standard hourly rates for employees under the City's base contract and any supplemental contracts.

Background

This item was last discussed by the City Council in March 2024, when the City Council approved EEI's hourly rate request covering a ~3.8% change in rates between 2023 and 2024. EEI has proposed a 2025 rate increase request, which is attached to this memo. In general, EEI is requesting a ~4.0% per hour inflationary type increases for each classification.

These hourly rates are used as the unit price for supplemental engineering contracts but are also used in the City's base contract.

Recommendation

Staff recommends approval of the 2025 EEI rate request.



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

January 27, 2025

Mr. Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

Re: *Proposed Changes in Hourly Rates and Expenses*

Dear Mr. Olson:

This letter is to submit our request for changes in compensation rates that will become effective as soon as practical, per our agreement.

The requested changes are in the hourly rates for various classifications of employees per our enclosed Standard Schedule of Charges (SSC) dated January 1, 2025. Also enclosed is our current summary of Personnel, Positions and Classifications to cross-reference with the hourly rates for the individuals to whom they apply.

We believe that we have excellent personnel whom we have been able to retain through our continued investment in salary, benefits, education, equipment, and facilities. They also provide exceptional value to our clients.

We hope that you will honor our request so that we can continue to provide the high level of service that you expect and deserve. Please let me know if you have any questions or concerns regarding the request.

Respectfully yours,

ENGINEERING ENTERPRISES, INC.

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

BPS/ars
Enclosures

pc: Ms. Erin Willrett, Assistant City Administrator
DMT, EEI

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2025\YO2500-C General\cofyo - rate change - 2025.docx

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
GIS Technician II	G-2	\$130.00
GIS Technician I	G-1	\$119.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation	\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone	\$235.00
Expert Testimony	\$290.00
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%

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY

STANDARD SCHEDULE(S) OF CHARGES

Classification / Designation		Apprvd 2019	Approved 2021	Approved 2022	Approved 2023	Approved 2024	Proposed 2025	% Change	
		Rates	Rates	Rates	Rates	Rates	Rates	Approved 2024 to Proposed 2025	
E-4	E-4	\$ 208	\$ 217	\$ 228	\$ 239	\$ 246	\$ 256	4.1%	
	E-3	\$ 203	\$ 212	\$ 223	\$ 234	\$ 241	\$ 251	4.1%	
	E-2	\$ 197	\$ 206	\$ 216	\$ 227	\$ 234	\$ 243	3.8%	
	E-1	\$ 178	\$ 185	\$ 194	\$ 204	\$ 210	\$ 218	3.8%	
P-6	P-6	\$ 165	\$ 174	\$ 183	\$ 192	\$ 200	\$ 208	4.0%	
	P-5	\$ 153	\$ 162	\$ 170	\$ 179	\$ 186	\$ 193	3.8%	
	P-4	\$ 141	\$ 147	\$ 154	\$ 162	\$ 168	\$ 175	4.2%	
	P-3	\$ 129	\$ 135	\$ 142	\$ 149	\$ 155	\$ 161	3.9%	
	P-2	\$ 117	\$ 123	\$ 129	\$ 135	\$ 140	\$ 146	4.3%	
	P-1	\$ 106	\$ 110	\$ 116	\$ 122	\$ 127	\$ 132	3.9%	
T-6	T-6	\$ 153	\$ 158	\$ 159	\$ 167	\$ 175	\$ 182	4.0%	
	T-5	\$ 141	\$ 147	\$ 149	\$ 156	\$ 164	\$ 171	4.3%	
	T-4	\$ 129	\$ 135	\$ 139	\$ 146	\$ 153	\$ 159	3.9%	
	T-3	\$ 117	\$ 123	\$ 129	\$ 135	\$ 140	\$ 146	4.3%	
	T-2	\$ 106	\$ 110	\$ 116	\$ 122	\$ 127	\$ 132	3.9%	
	T-1	\$ 93	\$ 97	\$ 102	\$ 107	\$ 111	\$ 115	3.6%	
G-2	G-2	N / A	N / A	N / A	N / A	\$ 125	\$ 130	4.0%	
	G-1	\$ 75	\$ 100	\$ 105	\$ 110	\$ 114	\$ 119	4.4%	
I-1	I-1	\$ 84	\$ 79	\$ 79	\$ 79	\$ 82	\$ 85	3.7%	
A-4	A-4	N / A	N / A	N / A	N / A	\$ 77	\$ 80	3.9%	
	A-3	\$ 70	\$ 70	\$ 70	\$ 70	\$ 72	\$ 75	4.2%	
						Average % Change			4.0%



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<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 2025-23

Agenda Item Summary Memo

Title: Discussion of Wyland National Mayor's Challenge for Conservation

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Consideration of Support for the Wyland National Mayors Challenge for
Conservation

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Approval

Council Action Requested: Majority

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: March 18, 2025
Subject: Wyland National Mayor's Challenge for Conservation

Summary

Continue participation in a national program to challenge the residents to conserve water, energy, and other natural resources.

Background

Once again, the Wyland Foundation, in partnership with the National League of Cities and the U.S. Environmental Protection Agency, invited the United City of Yorkville to participate in the 11th annual National Mayor's Challenge for Water Conservation. The commitment from the City to participate is as simple as drafting the statement of support below. There is no cost to the City. There were several items that were sent out to market this program in 2018, 2019, 2020, 2021, 2022 and 2023. Yorkville placed 5th in 2018, and in 2022 Yorkville placed 5th in the 5,000-29,999 population category nation-wide!

Residents who are interested in conservation efforts and who would like to accept the challenge can go online (www.mywaterpledge.com) and make a pledge to conserve water, energy, and other natural resources over the next year by selecting from different pledge options. Some options are as easy as wasting less food and recycling. When the resident enters their location, the drop-down menu for pledges will contain our draft statement about water conservation. Our draft statement will read as:

"A sustainable water source for the City's future water supply is a main focus for our community and its residents. Yorkville currently obtains its water from the deep sandstone aquifer, which is being steadily drawn down as it is being pumped beyond its long-term sustainable yield due to increasing water demands and growth of the region. The City is committed to building strong, collaborative relationships regionally for sustainable water use. We hope to partner with our neighboring communities and our actual neighbors to promote water conservation efforts in the home. By taking the water pledge, you can help extend the capacity of the City's water supply."

When a resident goes online to accept the challenge, they will search for "Yorkville, IL", the website will then walk the resident through the process to pledge to make thoughtful conservation choices at home. There are several check boxes that the residents can choose from depending on the changes they are pledging to make. At the end of the "choices" portion of the pledge, an email address is required and the option for the resident to be entered into the prize drawing is made as a check box. After the resident enters their email address the pledge process is complete. Additionally, the website has several informational items for the resident to read through and learn about. City standings in the challenge are on the website and the residents can check back and see how their "choices" positively affect the community. This program is designed to get residents to think about how their choices impact the natural environment and if changes are made, no matter how small, benefits add up quickly. There

is no further commitment and no additional information that is needed from the residents other than those listed above.

The City will also be posting several items on social media and on our website to promote this challenge. The City's main goal by promoting this program is to help residents be aware of the importance of the natural resources that are used on a daily basis and the pressing need to protect those precious resources.

Recommendation

While not a requirement to participate in the program, staff recommends an acknowledgment by the City Council in the attached Resolution for support of the statement above and participation in marketing the program.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE,
ILLINOIS IN SUPPORT OF THE “WYLAND MAYOR’S
CHALLENGE FOR WATER CONSERVATION”**

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

WHEREAS, the City continue to explore ways to manage residential consumption of water and power, and to inspire its residents to care for our natural resources; and

WHEREAS, cities can engage in efforts to inspire their own communities, as well as their neighboring cities, to become better environmental stewards; and

WHEREAS, the eighth annual National Mayor’s Challenge for Water Conservation presented by the Wyland Foundation with support from the U.S EPA WaterSense, The Toro Company, and the National League of Cities, is a non-profit challenge to residents to encourage pollution reduction and smart water use; and

WHEREAS, with the encouragement of their Mayors, residents may register their participation in their city's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their cities to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from April 1- 30, 2025, the City of Yorkville wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills; Residents will further be provided with tools to take specific measurable actions throughout the year to improve the sustainable use of natural resources;

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

Section 1. That the City agrees and supports the "Wyland Mayor's Challenge for Water Conservation" emphasis.

Section 2. That the program is to be implemented from April 1- 30, 2025, through a series of communication and outreach strategies, whether new or existing, to encourage Yorkville residents to take the conservation "Challenge."

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
____ day of _____, A.D. 2025.

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. 2025.

MAYOR



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

Agenda Item Number

New Business #5

Tracking Number

PW 2025-24

Agenda Item Summary Memo

Title: Public Works Purchase of Four Pickup Trucks

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Proposed purchase of 4 pickups in FY25 instead of FY26

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: March 11, 2025
Subject: PW Purchase of Vehicles

Summary

Staff is proposing the purchase of 3 pickup trucks from the general fund in the PW Capital budget and 1 pickup truck from the water department.

Background

Originally, there was a purchase of a tandem axle truck in the approved FY25 budget of \$300,000. The truck has been delivered to the body builder, but it will not be assembled and delivered until after May 1st. The City paid \$130,450 for the chassis which leaves a balance of \$169,550 that will be unobligated until after May 1st. Staff had requested pickup trucks for the Director, Facilities Manager, and Water Dept. in FY26. With the hiring of the Assistant Director, backfilling the foreman's position, and hiring within the water department, we find ourselves short on vehicles. I would like to basically move the pickups and add a pickup for the Assistant Director to this fiscal year (FY25) and move the tandem axle dump truck to FY26 when it will be delivered. There are a total of 4 trucks that staff is proposing to purchase. 2 trucks were budgeted in the PW Capital, Sewer, and Water budgets in FY26, 1 was budgeted from the Water budget in FY 26, and 1 is a new proposal that was not budgeted.

Staff solicited bids from 5 local dealerships on trucks that were on the lot and available to purchase in January. This does mean that are not all exactly specified the same, but they are the same model with basically the same options except for the water department vehicle. The water department vehicle was specified with a different cab to accommodate water valve keys. Staff did try to keep them as close to the same as possible and tried to get quotes for 2024 models which receive the best discounts right now.

The lowest total quote was from River View Ford of Oswego with a total price of \$179,713 for all 4 trucks. This breaks down to \$42,418 from the water fund pickup, which is less than the \$65,000 that is budgeted in FY26 and \$137,295 from a combination of the PW Capital, Water, and Sewer funds which is less than the \$165,000 that was budgeted in FY26. In total, it will end up being a \$50,000 savings from what was budgeted.

Recommendation

Staff recommends approving the purchase of 4 pickup trucks from River View Ford in an amount not to exceed \$179,713.

Public Works Truck Purchase Worksheet

Dealer	Stock Number	Price	Total Cost
Schaumburg Ford	sf1383	\$46,235	
	sf1645	\$51,298	
	sf1469	\$52,348	
	sf1668	\$52,868	\$202,749
Currie Ford	h15745	\$47,250	
	h16099	\$53,815	
	h15994	\$52,745	
	h15915	\$54,085	\$207,895
Rod Baker Ford	t24511	\$44,552	
	t24496	\$50,204	
	t24431	\$50,524	
	t24517	\$51,154	\$196,433
River View Ford	45555	\$46,607	
	45502	\$45,308	
	45675	\$42,418	
	45554	\$45,380	\$179,713
Gjovik Ford	4842	\$48,470	
	64447	\$46,268	
	14049	\$48,120	
	19154	\$45,930	\$188,788

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE PURCHASE OF FOUR FORD F-150 TRUCKS
FROM RIVER VIEW FORD, IN AN AMOUNT NOT TO EXCEED \$179,713**

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

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

WHEREAS, the City’s Public Works department and Water department are in need of four (4) Ford F-150 pickup trucks (the “Trucks”) due to increased staffing; and

WHEREAS, the City solicited bids for the Trucks from five different local Ford dealerships; and

WHEREAS, River View Ford of Oswego, Illinois (the “Supplier”) is a supplier of Ford vehicles, including trucks, and has provided the City with a quote for the purchase of four 2024 Ford F-150 trucks (the “Quote”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, pursuant to the provisions of the Quote, the Supplier shall provide the City with four 2024 Ford F-150 trucks for an amount not to exceed \$179,713; and

WHEREAS, the Supplier quoted the price of the Trucks for less than the four other local dealerships; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the health and safety of the City and its residents to waive the competitive bidding requirement and to authorize and approve the purchase of the Trucks from the Supplier in accordance with the provisions of the Quote.

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

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

Section 2. The Corporate Authorities hereby waive the bidding requirements, pursuant to the City’s Code of Ordinances, and the City Administrator is hereby authorized and directed to proceed with the purchase of four (4) 2024 Ford F-150 trucks, as described in the Quote, from River View Ford of Oswego, Illinois.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

MAYOR

Attest:

CITY CLERK



OSWEGO/AURORA FORD ILLINOIS

www.RiverViewFord.com

(630) 897-8900
FAX (630) 897-3366

2200 U.S. HWY. 30 • OSWEGO, ILLINOIS • 60543

DEAL #: 0015835

CUST #: 2072

Date 02/07/2025

Salesman STEVE C MISTINA

RETAIL BUYER'S ORDER

Purchaser UNITED CITY OF YORKVILLE

Address 800 GAME FARM RD

City YORKVILLE

State IL

Phone 630-885-3569 630-553-4350

County KENDALL

Zip Code 60560

WHAT BROUGHT YOU TO RIVER VIEW FORD, INC.?

I hereby agree to purchase from you under the terms and conditions specified the following:

New or Used NEW Year 2024 Make FORD Model F150

Ser. # 1FTEX1LP0RKF60103

Ext. Color WHITE YZ

Int. Color

Stock # 45675

Delivery of this purchase is to be made 02/07/2025, or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for the failure to effect delivery.

CASH DELIVERED PRICE OF CAR 45710.00 \$ 45710.00

SOLD AS EQUIPPED

NEW CAR MILES

6

Vehicle Price \$ 45710.00

Cook County Use Tax \$ NA

NA

Payment of the net balance due is to be financed by credit arranged for by River View Ford, Inc., and this transaction is entirely contingent upon the terms of such credit plan when disclosure of such terms made to the Buyer.

Drive Away ☐Lic. App. ☐

Lic. Fees

208.00

ILLINOIS SALES TAX

NA

LUXURY TAX

NA

Total \$ 45918.00

Signed X

NEW PLATE			TRANS.	SETTLEMENT:			
CAR				Deposit - Receipt No.			
TRUCK				Used Car	Make	Series	
				Year -		Body Style	
				VIN			
ERT FEE	\$	35.00		Allow. \$	NA	Bal. Due \$	
License Fee	\$	8.00		Gross			
Title Fee	\$	165.00					
Documentary Fee	\$	NA		Balance Due To:			
Cook County Tax	\$	NA		Good Til:			
TOTAL	\$	208.00					
				TRADE-IN MILES			

Estimated	Equity	
NA		NA
Actual	Verified	
	Plan	\$ 2500.00
	Rebate	3500
	C.O.D.	\$ NA
	Net Balance Due	\$ 42418.00
	TOTAL	\$ 42,418.00

Dealer's new car warranty is shown on the back of this order. It is agreed that there are no other warranties, either expressed or implied, covering a new car sold hereunder. If this agreement is for a used vehicle, the information you see on the (Federal Trade Commission) window form is part of this agreement. Information on the window form overrides any contrary provisions in the contract of sale.

This order is not binding on dealer until accepted by the dealer in writing.
**MUST BE ACCEPTED BY AN OFFICER OF THE COMPANY
ACCEPTED BY RIVER VIEW FORD, INC.**

By

Buyer's Signature X

3XET



(<https://www.riverviewford.com>)



RIVER VIEW FORD ([HTTPS://WWW.RIVERVIEWFORD.COM](https://www.riverviewford.com))



READY TO TRADE?
START WITH A REAL QUOTE ONLINE USING
OUR QUICK, NO-HASSLE TRADE-IN PROCESS.

VALUE TRADE

HENNESSY'S 888-994-1003



(22) Photos



NEW 2024 Ford F-150 XL
VIN: 1FTEX1LP0RK60103STOCK: 45675



([https://www.riverviewford.com
-2024-ford-f-150-xl-4wd-super-
1ftex1lp0rkf60103/printvdp](https://www.riverviewford.com/new-2024-ford-f-150-xl-4wd-super-cab-1ftex1lp0rkf60103/printvdp))

MSRP	\$47,180 (https://www.riverviewford.com/inventory/new-2024-ford-f-150-xl-4wd-super-cab-1ftex1lp0rkf60103/)
Hennessy Total Savings	\$680(https://www.riverviewford.com/inventory/new-2024-ford-f-150-xl-4wd-super-cab-1ftex1lp0rkf60103/)
HENNESSY PRICE	\$46,500 (https://www.riverviewford.com/inventory/new-2024-ford-f-150-xl-4wd-super-cab-1ftex1lp0rkf60103/)

Details

800-077171 Wilson Business Solutions, Inc. 708/354-6987 Rev. (5/13)



(<https://www.riverviewford.com>)



RIVER VIEW FORD ([HTTPS://WWW.RIVERVIEWFORD.COM](https://www.riverviewford.com))



READY TO TRADE?


START WITH A REAL QUOTE ONLINE USING
OUR QUICK, NO-HASSLE TRADE-IN PROCESS.

VALUE TRADE

HENNESSY'S 

888-994-1003



 (22) Photos



NEW 2024 Ford F-150 STX

VIN: 1FTEW2LP5RK05834 STOCK: 45555



([https://www.riverviewford.com
-2024-ford-f-150-stx-4wd-4d-s
1ftew2lp5rkf05834/printvdp](https://www.riverviewford.com/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp5rkf05834/printvdp))

MSRP \$54,265(<https://www.riverviewford.com/inventory/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp5rkf05834/>)

Hennessy Total Savings \$3,265(<https://www.riverviewford.com/inventory/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp5rkf05834/>)

HENNESSY PRICE \$51,000(<https://www.riverviewford.com/inventory/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp5rkf05834/>)

 Details



(630) 897-8900
FAX (630) 897-3366

2200 U.S. HWY. 30 • OSWEGO, ILLINOIS • 60543

DEAL #: 0015743
CUST #: 2072

Date 01/16/2025

Salesman STEVE C MISTINA

RETAIL BUYER'S ORDER

Purchaser UNITED CITY OF YORKVILLE

Address 800 GAME FARM RD

City YORKVILLE

State IL

Phone 630-885-3569 630-553-4350

County KENDALL

Zip Code 60560

WHAT BROUGHT YOU TO RIVER VIEW FORD, INC.?

I hereby agree to purchase from you under the terms and conditions specified the following:

New or Used NEW Year 2024 Make FORD Model F150

Ser. # 1FTEW2LP7RKE64140

Ext. Color WHITE YZ

Int. Color

Stock # 45502

Delivery of this purchase is to be made 01/16/2025, or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for the failure to effect delivery.

CASH DELIVERED PRICE OF CAR 49600.00

\$ 49600.00

SOLD AS EQUIPPED

NEW CAR MILES

3

Vehicle Price \$ 49600.00

Cook County Use Tax \$ NA

NA

Payment of the net balance due is to be financed by credit arranged for by River View Ford, Inc., and this transaction is entirely contingent upon the terms of such credit plan when disclosure of such terms made to the Buyer.

Drive Away ☐ Lic. App. ☐

Lic. Fees 208.00

ILLINOIS SALES TAX NA

LUXURY TAX NA

Total \$ 49808.00

Signed X

	NEW PLATE	TRANS.
CAR	X	
TRUCK	X	
ERT FEE	\$ 35.00	
License Fee	\$ 8.00	
Title Fee	\$ 165.00	
Documentary Fee	\$ NA	
Cook County Tax	\$ NA	
TOTAL	\$ 208.00	

SETTLEMENT:

Deposit - Receipt No.

\$ NA

Used Car Make Series Body Style

Year -

VIN

Allow. \$ NA Bal. Due \$ Estimated NA Equity \$ NA

Gross Actual Verified

Balance Due To: Good Til:

\$ 2000.00 Plan ☒ Rebate

\$ NA

Net Balance Due \$ 47808.00

TRADE-IN MILES

TOTAL \$ 46,308.00

Dealer's new car warranty is shown on the back of this order. It is agreed that there are no other warranties, either expressed or implied, covering a new car sold hereunder. If this agreement is for a used vehicle, the information you see on the (Federal Trade Commission) window form is part of this agreement. Information on the window form overrides any contrary provisions in the contract of sale.

This order is not binding on dealer until accepted by the dealer in writing. **MUST BE ACCEPTED BY AN OFFICER OF THE COMPANY ACCEPTED BY RIVER VIEW FORD, INC.**

By

Purchaser agrees, upon demand made by Seller, to execute and/or complete any and all documents necessary to consummate the transaction contemplated herein. If Purchaser fails or refuses to consummate the purchase of the motor vehicle contemplated hereby, or is otherwise in default under this Vehicle Purchase Order for Motor vehicle, Purchaser shall reimburse Seller for all fees, costs and expenses, including attorney's fees, incurred by Seller as a result of Purchaser's default hereunder. I have read the matter printed on the back hereof and agree to it as a part of Order the same as if it were printed above my signature, the front and back of Order comprise the entire agreement pertaining to this purchase, and no other agreement of any kind, understanding or promise whatsoever. Receipt of a copy of this Order is hereby acknowledged. I certify that I am 21 years of age or older; I have read, understand, and accept all provisions of the warranty statement covering this new Ford Motor company vehicle. The undersigned warrants the used car traded in to be in good condition, to have never been used commercially, in livery, as a taxicab, or as a police car, not to have a cracked or welded block, or not to have been seriously damaged and does not carry a salvage vehicle title. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.

Buyer's Signature X



(<https://www.riverviewford.com>)



RIVER VIEW FORD ([HTTPS://WWW.RIVERVIEWFORD.COM](https://www.riverviewford.com))



NEW 2024 Ford F-150 STX
VIN: 1FTEW2LP7RKE64140 STOCK: 45502

 (<https://www.riverviewford.com/2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp7rke64140/printvdp>)

MSRP	\$52,210 (https://www.riverviewford.com/inventory/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp7rke64140/)
Hennessy Total Savings	\$2,410 (https://www.riverviewford.com/inventory/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp7rke64140/)
HENNESSY PRICE	\$49,800 (https://www.riverviewford.com/inventory/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp7rke64140/)

 Details



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Zero Credit Impact.



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FAX (630) 897-3366

2200 U.S. HWY. 30 • OSWEGO, ILLINOIS • 60543

DEAL #: 0015883
CUST #: 2072

RETAIL BUYER'S ORDER

Salesman STEVE C MISTINA

Date 02/20/2025

Purchaser UNITED CITY OF YORKVILLE
Address 800 GAME FARM RD
City YORKVILLE State IL

Phone 630-885-3569 630-553-4350
County KENDALL
Zip Code 60560

WHAT BROUGHT YOU TO RIVER VIEW FORD, INC.?

I hereby agree to purchase from you under the terms and conditions specified the following:

New or Used NEW Year 2024 Make FORD Model F150

Ser. # 1FTEW2LP7RKF05964 Ext. Color BLACK UM Int. Color Stock # 45554

Delivery of this purchase is to be made 02/20/2025, or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for the failure to effect delivery.

CASH DELIVERED PRICE OF CAR	49672.44	\$	49672.44
SOLD AS EQUIPPED			

NEW CAR MILES <u>1,318</u>	Vehicle Price	\$	49672.44
	Cook County Use Tax	\$	NA
			NA
Payment of the net balance due is to be financed by credit arranged for by River View Ford, Inc., and this transaction is entirely contingent upon the terms of such credit plan when disclosure of such terms made to the Buyer.	Drive Away <input type="checkbox"/> Lic. App. <input type="checkbox"/> Lic. Fees		208.00
	ILLINOIS SALES TAX		NA
	LUXURY TAX		NA
Signed <u>X</u>	Total	\$	49880.44

NEW PLATE TRANS.			SETTLEMENT:		
			Deposit - Receipt No.		\$ NA
			Used Car	Make	Series
			Year -	Body Style	
			VIN		
CAR	X	X	Allow. \$	NA	Bal. Due \$
TRUCK	X		Gross		
ERT FEE	\$	35.00	Estimated	Equity	\$ NA
License Fee	\$	8.00	Actual	Verified	\$
Title Fee	\$	165.00	Balance Due To:	Plan	\$ 3500.00
Documentary Fee	\$	NA	Good Til:	Rebate	\$ 4,500
Cook County Tax	\$	NA			\$
TOTAL	\$	208.00		C.O.D.	\$ NA
				Net Balance Due	\$ -46380.44
			TRADE-IN MILES	TOTAL	\$ \$45380.44

Dealer's new car warranty is shown on the back of this order. It is agreed that there are no other warranties, either expressed or implied, covering a new car sold hereunder. If this agreement is for a used vehicle, the information you see on the (Federal Trade Commission) window form is part of this agreement. Information on the window form overrides any contrary provisions in the contract of sale.

This order is not binding on dealer until accepted by the dealer in writing. **MUST BE ACCEPTED BY AN OFFICER OF THE COMPANY ACCEPTED BY RIVER VIEW FORD, INC.**

By _____

Purchaser agrees, upon demand made by Seller, to execute and/or complete any and all documents necessary to consummate the transaction contemplated herein. If Purchaser fails or refuses to consummate the purchase of the motor vehicle contemplated hereby, or is otherwise in default under this Vehicle Purchase Order for Motor Vehicle, Purchaser shall reimburse Seller for all fees, costs and expenses, including attorney's fees, incurred by Seller as a result of Purchaser's default hereunder. I have read the matter printed on the back of this order and agree to it as a part of Order the same as if it were printed above my signature, the front and back of Order comprise the entire agreement pertaining to this purchase, and no other agreement of any kind, understanding or promise whatsoever. Receipt of a copy of this Order is hereby acknowledged. I certify that I am 21 years of age or older. I have read, understand, and accept all provisions of the warranty statement covering this new Ford Motor company vehicle. The undersigned warrants the used car traded in to be in good condition, to have never been used commercially, in livery, as a taxicab, or as a police car, not to have a cracked or welded block, or not to have been seriously damaged and does not carry a salvage vehicle title. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.

Buyer's Signature X



(<https://www.riverviewford.com>)




RIVER VIEW FORD ([HTTPS://WWW.RIVERVIEWFORD.COM](https://www.riverviewford.com))



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VALUE TRADE

HENNESSY'S 

888-994-1003



 (22) Photos



NEW 2024 Ford F-150 STX

VIN: 1FTEW2LP7RK05964 STOCK: 45554



(<https://www.riverviewford.com/2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp7rkf05964/printvdp>)

MSRP \$53,795(<https://www.riverviewford.com/inventory/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp7rkf05964/>)

Hennessy Total Savings \$4,795(<https://www.riverviewford.com/inventory/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp7rkf05964/>)

HENNESSY PRICE \$49,000(<https://www.riverviewford.com/inventory/new-2024-ford-f-150-stx-4wd-4d-supercrew-1ftew2lp7rkf05964/>)

 Details



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 #6

Tracking Number

PW 2025-25

Agenda Item Summary Memo

Title: 2025 Water Main Replacement – Construction Engineering Agreement

Meeting and Date: Public Works Committee – March 18, 2025

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: February 28, 2025
Subject: 2025 Water Main Repl. Construction Engineering Agreement

Summary

Approval of a proposed construction engineering agreement from EEI for the 2025 water main replacement program.

Background

This project was last discussed at the February 25th City Council meeting when the notice of intent to award a contract for this project was awarded to Winner Excavating in the amount of \$4,775,774.55.

The proposed construction engineering agreement is an hourly rate agreement in the estimated amount of \$420,291 with an additional \$21,225 in direct costs for a total of \$441,516. Although not approved at this time, this money is budgeted in the proposed FY26 budget.

This project is generally located in the old section of town south of the river and west Rt. 47. Some of the streets include S. Main, Morgan, Madison, and Van Emmon.

Recommendation

Staff recommends approval of this contract with EEI in the amount of \$441,516.

Resolution No. 2025-_____

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

WHEREAS, the City's Public Works Department plans to replace water mains located south of the river and west of Route 47, road way resurfacing, sidewalk, curb, and gutter improvements (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an *Agreement*

for Professional Services – 2025 Water Main Replacement, attached hereto as *Exhibit A*.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

CITY CLERK

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

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

MAYOR

Attest:

City Clerk

Agreement for Professional Services 2025 Water Main Replacement

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 8,930 linear feet of 8-inch and 75 linear feet of 12-inch ductile iron water main and related appurtenances, as well as road way resurfacing, sidewalk, and curb and gutter improvements along Hydraulic Avenue, Van Emmon Street, Madison Street, Ridge Street, Washington Street, Orange Street, Morgan Street, Adams Street, State Street, Main Street, Madison Court, and West Alley. (See Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services performed to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$420,291. Direct expenses are estimated at \$21,225. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every 30 days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

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



be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Exhibit

Attachment E: Anticipated Project Schedule

Attachment F: Standard Schedule of Charges



Attachment G: EPA Certification of Debarment, Suspension, and Other Responsibility Matters

Attachment H: IEPA Professional Services Contract Clauses

Attachment I: WIFIA Professional Services Contract Clauses

L. Notices:

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

For the *City*:

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

For the Contractor:

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

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

Agreed to this ____ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

*John Purcell
Mayor*

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

*Jori Behland
City Clerk*

*Angie Smith
Executive Assistant*



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**2025 Water Main Replacement
United City of Yorkville, IL
Professional Services Agreement - Construction Engineering**

Attachment B – Scope of Services

The United City of Yorkville intends to install approximately 8,930 linear feet of 8-inch and 75 linear feet of 12-inch ductile iron water main and related appurtenances, as well as roadway resurfacing, sidewalk, and curb and gutter improvements along Hydraulic Avenue, Van Emmon Street, Madison Street, Ridge Street, Washington Street, Orange Street, Morgan Street, Adams Street, State Street, Main Street, Madison Court, and West Alley.

CONSTRUCTION ENGINEERING – 2025 WATER MAIN REPLACEMENT

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities
- Ensure Proper Documentation and Execution of WIFIA and SRF Loan Documents

3.2 Construction Layout and Record Drawings

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

3.3 Construction Observation and Documentation

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

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

- Material Testing for Quality Assurance

The above scope for "2025 Water Main Replacement" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2427-P				
PROJECT TITLE					DATE			PREPARED BY	
2025 Water Main Improvements					2/18/25			KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPT2	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$168	\$175	\$210	\$175	\$168	\$72		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		21	119	-	61	-	-	-	2	203	\$ 40,975
3.2	Construction Layout and Record Drawings		-	4	-	8	15	92	50	-	169	\$ 29,890
3.3	Observation and Documentation		2	46	694	1,270	-	-	-	6	2,018	\$349,426
Construction Engineering Subtotal:			23	169	694	1,339	15	92	50	8	2,390	\$420,291
PROJECT TOTAL:			23	169	694	1,339	15	92	50	8	2,390	420,291

DIRECT EXPENSES

Printing/Scanning =	\$ 250
Vehicle =	\$ 13,975
Material Testing =	\$ 7,000
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 21,225

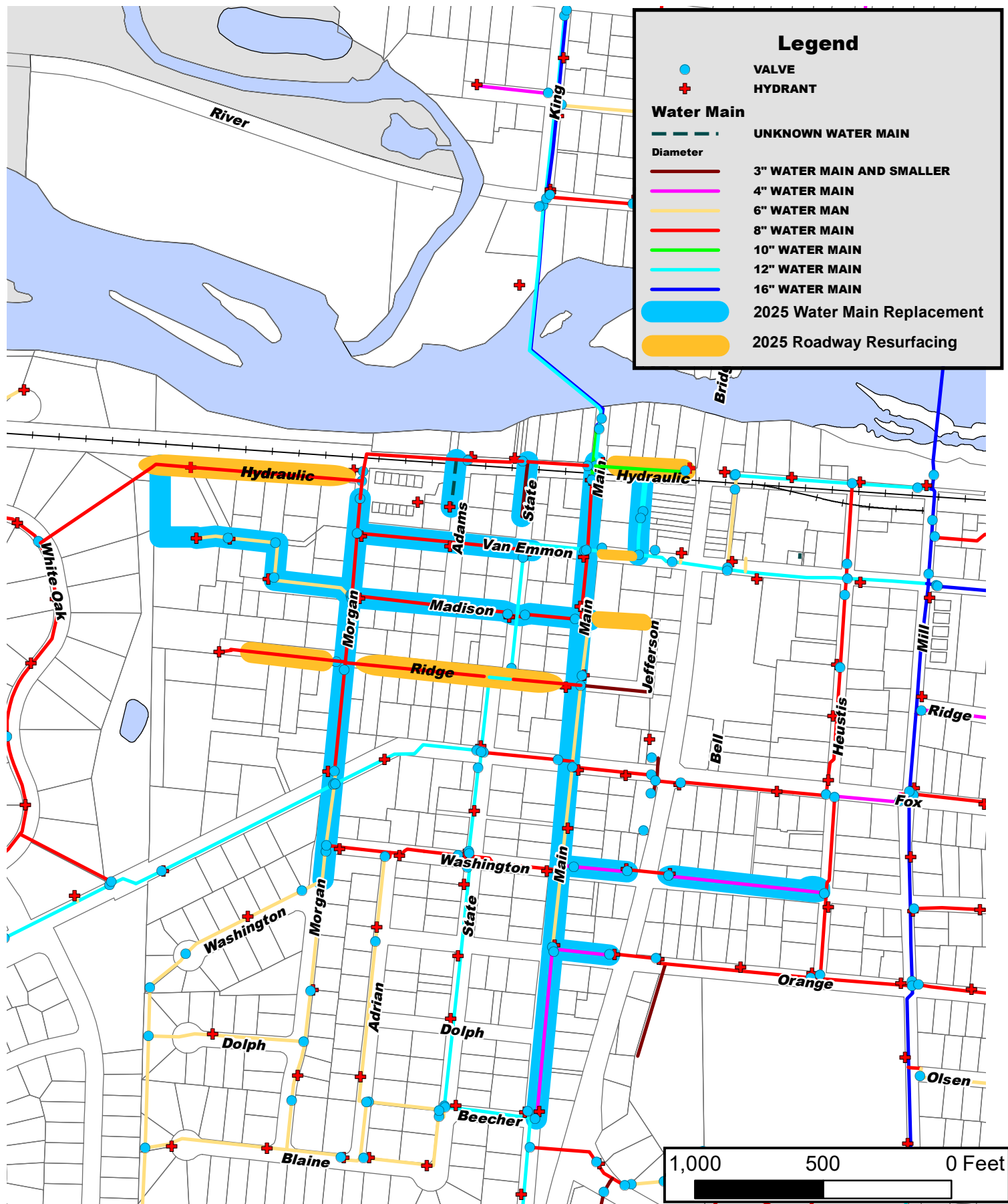
LABOR SUMMARY

EEL Labor Expenses =	\$392,641
Surveying Expenses =	\$ 27,650
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$420,291

TOTAL COSTS

\$441,516





Engineering Enterprises, Inc.

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

DATE: APRIL 2024
 PROJECT NO.: YO2427
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2024\1
 FILE: YO2427_2025 Water Main Replacement Attachment E.MXD

2025 WATER MAIN REPLACEMENT ATTACHMENT D



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER				
United City of Yorkville										YO2427-P				
PROJECT TITLE										DATE		PREPARED BY		
2025 Water Main Replacement										2/19/25		KDW		
TASK NO.	TASK DESCRIPTION													
		2025								2026				
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	
DESIGN ENGINEERING														
3.1	Contract Administration													
3.2	Construction Layout and Record Drawings													
3.3	Observation and Documentation													





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT H
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment F-2.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".

ATTACHMENT I
SUPPLEMENTARY USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Agenda Item Number

New Business #7

Tracking Number

PW 2025-26

Agenda Item Summary Memo

Title: 2025 Road to Better Roads Program – MFT Resolution and Cost Estimate

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 21, 2025
Subject: 2025 Road to Better Roads Program

In accordance with the planned FY26 budget and Road to Better Roads Program, we are proceeding with design of the 2025 MFT program and submitting the documents to IDOT for review and approval. The overall project is estimated at \$1,300,000 with \$1,300,000 coming from MFT funds.

Note that adjustments will be made to the program as necessary after bids are received to match the budgeted funds.

Since MFT funds are being utilized to fund the project, IDOT requires the passing of a Resolution to appropriate the funds. Accordingly, please see the attached Resolution for Maintenance Under the Illinois Highway Code in the amount of \$1,300,000.

Staff is seeking approval of the resolution from the City Council.

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



District	County	Resolution Number	Resolution Type	Section Number
3	Kendall		Original	25-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Yorkville Illinois that there is hereby appropriated the sum of _____
Name of Local Public Agency

One Million Three Hundred Thousand and 00/100----- Dollars (\$1,300,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/25 to 04/30/26
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Yorkville
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Jori Behland City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Yorkville in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Yorkville at a meeting held on 03/11/25
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of March, 2025
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--



Submittal Type **Original**

Estimate of Maintenance Costs

District **3** Estimate of Cost For **Municipality**

Local Public Agency **United City of Yorkville** County **Kendall** Section Number **25-00000-00-GM** Maintenance Period Beginning **05/01/25** Ending **04/30/26**

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Roadway Maintenance	IV	Yes						\$1,300,000.00
Total Operation Cost								\$1,300,000.00

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$1,300,000.00			\$1,300,000.00
Maintenance Total	\$1,300,000.00			\$1,300,000.00

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$1,300,000.00			\$1,300,000.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

Mayor

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
United City of Yorkville	Kendall	25-00000-00-GM	05/01/25	04/30/26

IDOT Department Use Only

Received Location	Received Date	Additional Location?
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
WMFT Entry By	Entry Date	
<input type="text"/>	<input type="text"/>	



Local Public Agency

United City of Yorkville

County

Kendall

Section Number

25-00000-00-GM

Route(s)/Street-Road Name

Various Local Roads (See Location Map)

Project Length

2.52 Miles

Project Termini

Various Local Roads (See Location Map)

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
1	PARTIAL DEPTH PATCHING (SPECIAL)	SQ YD	400	\$30.00	\$12,000.00
2	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	254	\$20.00	\$5,080.00
3	HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"	SQ YD	23,790	\$1.75	\$41,632.50
4	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	29,690	\$2.50	\$74,225.00
5	BITUMINOUS MATERIALS (TACK COAT)	POUND	30,780	\$0.10	\$3,078.00
6	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	2,515	\$81.00	\$203,715.00
7	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	4,520	\$81.00	\$366,120.00
8	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2,284	\$43.00	\$98,212.00
9	SIDEWALK REMOVAL	SQ FT	11,200	\$2.00	\$22,400.00
10	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	11,250	\$10.00	\$112,500.00
11	DETECTABLE WARNINGS	SQ FT	556	\$40.00	\$22,240.00
12	INLETS TO BE ADJUSTED	EACH	50	\$600.00	\$30,000.00
13	MANHOLES TO BE ADJUSTED	EACH	2	\$800.00	\$1,600.00
14	SANITARY MANHOLES TO BE ADJUSTED	EACH	2	\$1,250.00	\$2,500.00
15	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$400.00	\$400.00
16	TYPE 1 FRAME, OPEN LID	EACH	3	\$600.00	\$1,800.00
17	TYPE 1 FRAME, CLOSED LID	EACH	1	\$600.00	\$600.00
18	TYPE 3 FRAME AND GRATE	EACH	1	\$650.00	\$650.00
19	TYPE 11 FRAME AND GRATE	EACH	1	\$650.00	\$650.00
20	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	286	\$5.00	\$1,430.00
21	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	4,422	\$1.00	\$4,422.00
22	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1,634	\$2.00	\$3,268.00
23	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	130	\$4.00	\$520.00

Local Public Agency

County

Section Number

United City of Yorkville

Kendall

25-00000-00-GM

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
24	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	135	\$5.00	\$675.00
25	SHORT TERM PAVEMENT MARKING	FOOT	900	\$2.00	\$1,800.00
26	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	300	\$4.00	\$1,200.00
27	REMOVE AND REINSTALL BRICK PAVERS	SQ FT	20	\$20.00	\$400.00
28	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	155	\$45.00	\$6,975.00
29	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	20	\$85.00	\$1,700.00
30	HOT-MIX ASPHALT BIKE PATH REMOVAL AND REPLACEMENT	SQ YD	40	\$40.00	\$1,600.00
31	CLASS B PATCHES, 8 INCH	SQ YD	300	\$130.00	\$39,000.00
32	CLASS B PATCHES, 9 INCH	SQ YD	900	\$140.00	\$126,000.00
33	SODDING, SPECIAL	SQ YD	1,200	\$20.00	\$24,000.00
34	SUPPLEMENTAL WATERING	UNIT	25	\$100.00	\$2,500.00
35	DETECTOR LOOP REPLACEMENT	FOOT	546	\$25.00	\$13,650.00
36	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	UNIT	1	\$23,469.00	\$23,469.00
37	CRACK ROUTING	FOOT	48,000	\$0.01	\$480.00
38	CRACK FILLING	POUND	16,000	\$1.65	\$26,400.00
39	ROUTING AND SEALING CRACKS	FOOT	30,155	\$0.70	\$21,108.50
Total Overall Estimated Cost:					\$1,300,000.00

Prepared By

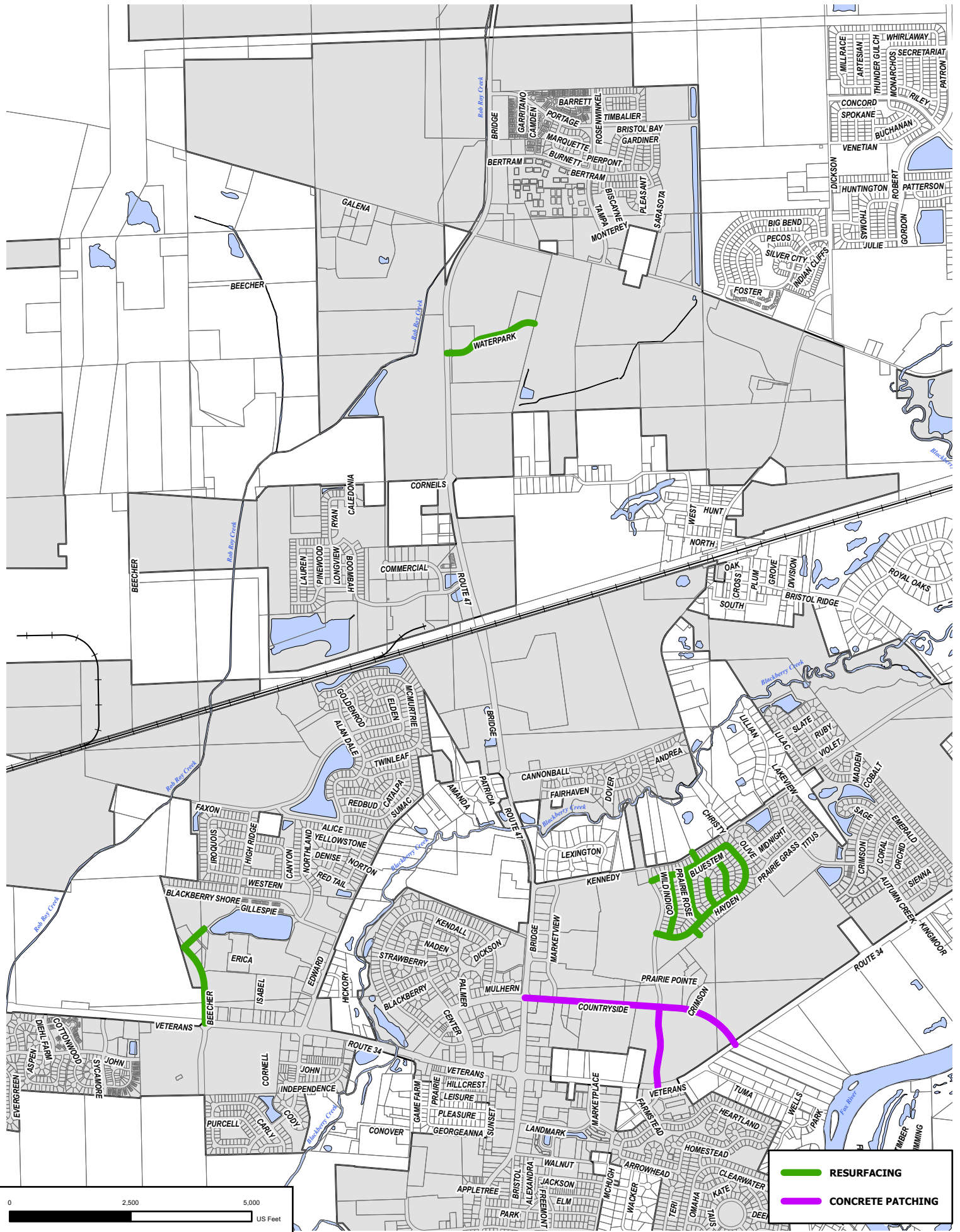
Date

Christopher Ott

02/14/25

Signature

Date



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

United City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60550

DATE: FEBRUARY 2024
PROJECT NO.: 2025 MFT
BY: [Signature]
PLOT: [Signature]
SCALE: 1" = 500'

2025 MFT
ROAD PROGRAM
UNITED CITY OF YORKVILLE, ILLINOIS

LOCATION MAP





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 #8

Tracking Number

PW 2025-27

Agenda Item Summary Memo

Title: 2025 Local Road Program – Contract Award

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: February 25, 2025
Subject: 2025 Local Road Program

Bids were received, opened, and tabulated for work to be done on the 2025 Local Road Program at 10:00 a.m., February 25, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Builders Paving, LLC 4401 Roosevelt Road Hillside, IL 60162 in the total amount of **\$3,337,338.00.**

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

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS APPROVING A BID TO COMPLETE THE
2025 LOCAL ROADS REPAVING PROJECT**

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

WHEREAS, the City plans to repair and resurface various subdivision roadways throughout the City, as illustrated on the 2025 Local Roads Program drawing, attached hereto as *Exhibit A* (the “Project”); and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to complete the Project and a public bid opening was held at 10:00 a.m. on February 25, 2025; and

WHEREAS, the City’s engineers and staff find that the lowest responsible bidder is Builders Paving, LLC, 4401 Roosevelt Road Hillside, IL 60162 (“Builders Paving”), with a total bid amount of \$3,337,338.00 (the “Project Cost”); and

WHEREAS, sufficient funds are available and have been budgeted in the City’s Fiscal Year 2026 budget to complete the Project; and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by Builders Paving be accepted.

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

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

Section 2. The Corporate Authorities hereby find and declare that a bid by Builders

Paving, LLC, 4401 Roosevelt Road Hillside, IL 60162 to complete the Project at a cost of \$3,337,338.00 is the lowest responsible bid, and therefore accept the bid.

Section 3. That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

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. 2025.

MAYOR

Attest:

CITY CLERK

**BID SUMMARY
2025 LOCAL ROAD PROGRAM
UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 10:00 A.M. 02/25/25	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162
TOTAL BID	\$3,640,095.40	\$3,337,338.00
BID BOND	N/A	X
SIGNED BID	N/A	X
	D CONSTRUCTION 1488 S. Broadway Street Coal City, IL 60416	GENEVA CONSTRUCTION COMPANY PO Box 998 Aurora, IL 60507
TOTAL BID	\$3,492,330.89	\$3,670,775.82
BID BOND	X	X
SIGNED BID	X	X



BID TABULATION 2025 LOCAL ROAD PROGRAM UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS RECD 2/25/2025		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		D CONSTRUCTION 1488 S. Broadway Street Coal City, IL 60416		GENEVA CONSTRUCTION PO Box 998 Aurora, IL 60507		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT	AMOUNT
1	PARTIAL DEPTH PATCHING (SPECIAL)	SQ YD	500.0	\$ 39.50	\$ 19,750.00	\$ 30.00	\$ 15,000.00	\$ 40.00	\$ 20,000.00	\$ 30.00	\$ 15,000.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	30.0	\$ 65.00	\$ 1,950.00	\$ 30.00	\$ 900.00	\$ 72.00	\$ 2,160.00	\$ 80.00	\$ 2,400.00
3	AGGREGATE FOR SUBGRADE IMPROVEMENT	CU YD	30.0	\$ 55.00	\$ 1,650.00	\$ 50.00	\$ 1,500.00	\$ 85.00	\$ 2,550.00	\$ 80.00	\$ 2,400.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	90.0	\$ 1.00	\$ 90.00	\$ 10.00	\$ 900.00	\$ 5.00	\$ 450.00	\$ 5.00	\$ 450.00
5	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	293.0	\$ 35.00	\$ 10,255.00	\$ 0.01	\$ 2.93	\$ 20.00	\$ 5,860.00	\$ 20.00	\$ 5,860.00
6	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH TYPE 1	SQ YD	82,080.0	\$ 2.05	\$ 168,264.00	\$ 1.90	\$ 155,952.00	\$ 2.00	\$ 164,160.00	\$ 2.20	\$ 180,576.00
7	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH TYPE 2	SQ YD	44,740.0	\$ 2.10	\$ 93,954.00	\$ 2.30	\$ 102,902.00	\$ 2.50	\$ 111,850.00	\$ 2.50	\$ 111,850.00
8	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	2,295.0	\$ 3.20	\$ 7,344.00	\$ 3.00	\$ 6,885.00	\$ 6.00	\$ 13,770.00	\$ 3.00	\$ 6,885.00
9	BITUMINOUS MATERIALS (TACK COAT)	POUND	87,170.0	\$ 0.01	\$ 871.70	\$ 0.01	\$ 871.70	\$ 0.01	\$ 871.70	\$ 0.10	\$ 8,717.00
10	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	8,600.0	\$ 74.50	\$ 640,700.00	\$ 69.50	\$ 597,700.00	\$ 85.00	\$ 731,000.00	\$ 80.00	\$ 688,000.00
11	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	10,870.0	\$ 74.50	\$ 809,815.00	\$ 72.77	\$ 791,009.90	\$ 85.00	\$ 923,950.00	\$ 80.00	\$ 869,600.00
12	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	7,768.0	\$ 32.00	\$ 248,576.00	\$ 42.00	\$ 326,256.00	\$ 41.12	\$ 319,420.16	\$ 40.00	\$ 310,720.00
13	SIDEWALK REMOVAL	SQ FT	60,145.0	\$ 0.90	\$ 54,130.50	\$ 2.05	\$ 123,297.25	\$ 2.00	\$ 120,290.00	\$ 1.50	\$ 90,217.50
14	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	62,875.0	\$ 9.75	\$ 613,031.25	\$ 8.50	\$ 534,437.50	\$ 8.00	\$ 503,000.00	\$ 9.50	\$ 597,312.50
15	DETECTABLE WARNINGS	SQ FT	3,508.0	\$ 15.00	\$ 52,620.00	\$ 30.00	\$ 105,240.00	\$ 30.00	\$ 105,240.00	\$ 35.00	\$ 122,780.00
16	INLETS TO BE ADJUSTED	EACH	136.0	\$ 430.00	\$ 58,480.00	\$ 450.00	\$ 61,200.00	\$ 425.00	\$ 57,800.00	\$ 500.00	\$ 68,000.00
17	INLETS TO BE RECONSTRUCTED	EACH	1.0	\$ 880.00	\$ 880.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
18	MANHOLES TO BE ADJUSTED	EACH	2.0	\$ 780.00	\$ 1,560.00	\$ 800.00	\$ 1,600.00	\$ 600.00	\$ 1,200.00	\$ 800.00	\$ 1,600.00
19	MANHOLES TO BE RECONSTRUCTED	EACH	1.0	\$ 1,450.00	\$ 1,450.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
20	SANITARY MANHOLES TO BE ADJUSTED	EACH	6.0	\$ 1,650.00	\$ 9,900.00	\$ 1,400.00	\$ 8,400.00	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00
21	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	5.0	\$ 150.00	\$ 750.00	\$ 400.00	\$ 2,000.00	\$ 250.00	\$ 1,250.00	\$ 400.00	\$ 2,000.00
22	VALVE BOXES TO BE ADJUSTED	EACH	1.0	\$ 385.00	\$ 385.00	\$ 400.00	\$ 400.00	\$ 415.00	\$ 415.00	\$ 500.00	\$ 500.00
23	TYPE 1 FRAME AND GRATE, OPEN LID	EACH	4.0	\$ 450.00	\$ 1,800.00	\$ 500.00	\$ 2,000.00	\$ 460.00	\$ 1,840.00	\$ 550.00	\$ 2,200.00



BID TABULATION 2025 LOCAL ROAD PROGRAM UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS RECD 2/25/2025		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		D CONSTRUCTION 1488 S. Broadway Street Coal City, IL 60416		GENEVA CONSTRUCTION PO Box 998 Aurora, IL 60507		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT	AMOUNT
24	TYPE 1 FRAME AND GRATE, CLOSED LID	EACH	1.0	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 460.00	\$ 460.00	\$ 550.00	\$ 550.00
25	TYPE 3 FRAME AND GRATE	EACH	1.0	\$ 685.00	\$ 685.00	\$ 500.00	\$ 500.00	\$ 675.00	\$ 675.00	\$ 600.00	\$ 600.00
26	TYPE 11 FRAME AND GRATE	EACH	1.0	\$ 685.00	\$ 685.00	\$ 500.00	\$ 500.00	\$ 737.51	\$ 737.51	\$ 700.00	\$ 700.00
27	THERMOPLASTIC PAVEMENT MARKINGS - LETTERS & SYMBOLS	SQ FT	624.0	\$ 5.00	\$ 3,120.00	\$ 5.50	\$ 3,432.00	\$ 5.00	\$ 3,120.00	\$ 5.00	\$ 3,120.00
28	THERMOPLASTIC PAVEMENT MARKINGS - LINE 4"	FOOT	22,285.0	\$ 0.72	\$ 16,045.20	\$ 0.79	\$ 17,605.15	\$ 0.72	\$ 16,045.20	\$ 0.75	\$ 16,713.75
29	THERMOPLASTIC PAVEMENT MARKINGS - LINE 6"	FOOT	6,722.0	\$ 1.10	\$ 7,394.20	\$ 1.21	\$ 8,133.62	\$ 1.10	\$ 7,394.20	\$ 1.50	\$ 10,083.00
30	THERMOPLASTIC PAVEMENT MARKINGS - LINE 12"	FOOT	2,691.0	\$ 2.40	\$ 6,458.40	\$ 2.64	\$ 7,104.24	\$ 2.40	\$ 6,458.40	\$ 3.00	\$ 8,073.00
31	THERMOPLASTIC PAVEMENT MARKINGS - LINE 24"	FOOT	338.0	\$ 5.00	\$ 1,690.00	\$ 5.50	\$ 1,859.00	\$ 5.00	\$ 1,690.00	\$ 5.00	\$ 1,690.00
32	SHORT TERM PAVEMENT MARKING	FOOT	600.0	\$ 0.50	\$ 300.00	\$ 0.01	\$ 6.00	\$ 1.49	\$ 894.00	\$ 1.00	\$ 600.00
33	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	200.0	\$ 6.50	\$ 1,300.00	\$ 0.01	\$ 2.00	\$ 1.30	\$ 260.00	\$ 5.00	\$ 1,000.00
34	BRICK PAVER REMOVAL AND RESET	SQ FT	96.0	\$ 16.00	\$ 1,536.00	\$ 11.00	\$ 1,056.00	\$ 10.00	\$ 960.00	\$ 20.00	\$ 1,920.00
35	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	957.0	\$ 38.00	\$ 36,366.00	\$ 29.00	\$ 27,753.00	\$ 38.00	\$ 36,366.00	\$ 40.00	\$ 38,280.00
36	BIKE PATH REMOVAL	SQ FT	2,090.0	\$ 0.90	\$ 1,881.00	\$ 1.10	\$ 2,299.00	\$ 1.00	\$ 2,090.00	\$ 1.50	\$ 3,135.00
37	HOT-MIX ASPHALT BIKE PATH REMOVAL AND REPLACEMENT	SQ YD	575.0	\$ 38.00	\$ 21,850.00	\$ 40.00	\$ 23,000.00	\$ 38.00	\$ 21,850.00	\$ 35.00	\$ 20,125.00
38	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	20.0	\$ 125.00	\$ 2,500.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00	\$ 90.00	\$ 1,800.00
39	SODDING, SPECIAL	SQ YD	6,525.0	\$ 17.25	\$ 112,556.25	\$ 23.70	\$ 154,642.50	\$ 20.95	\$ 136,698.75	\$ 17.00	\$ 110,925.00
40	SUPPLEMENTAL WATERING	UNIT	100.0	\$ 1.00	\$ 100.00	\$ 0.01	\$ 1.00	\$ 0.01	\$ 1.00	\$ 10.00	\$ 1,000.00
41	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.0	\$ 30,700.80	\$ 30,700.80	\$ 71,188.00	\$ 71,188.00	\$ 40,000.00	\$ 40,000.00	\$ 35,000.00	\$ 35,000.00
42	ROUTING AND SEALING CRACKS	FOOT	74,260.0	\$ 0.61	\$ 45,298.60	\$ 0.79	\$ 58,665.40	\$ 0.63	\$ 46,783.80	\$ 0.69	\$ 51,239.40
43	EMULSIFIED MALTENE-BASED REJUVENATOR	SQ YD	203,455.0	\$ 1.22	\$ 248,215.10	\$ 1.34	\$ 272,629.70	\$ 1.22	\$ 248,215.10	\$ 1.15	\$ 233,973.25
	TOTAL (Items 1 - 43)				\$ 3,337,338.00		\$ 3,492,330.89		\$ 3,670,775.82		\$ 3,640,095.40

% BELOW/ABOVE ENGINEER'S ESTIMATE

-8.32%

-4.06%

0.84%

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



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

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

DATE:	FEBRUARY 2022
PROJECT NO.:	YC0456
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\YC0456

**2025 LOCAL
ROAD PROGRAM**
UNITED CITY OF YORKVILLE, ILLINOIS

**EXHIBIT 1
LOCATION MAP**





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

Agenda Item Number

New Business #9

Tracking Number

PW 2025-28

Agenda Item Summary Memo

Title: 2025 Local Road Program Construction Engineering Agreement

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Proposed hourly contract from EEI for the subdivision paving project for 2025

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: February 27, 2025
Subject: 2025 Local Road Program Construction Engineering Agreement

Summary

Approval of a proposed Construction Engineering contract from EEI for the 2025 Local Road Program.

Background

This project was last discussed at the October 22, 2024, City Council meeting when the design engineering agreement was approved. Since that time, the project has been designed, bid, and is in the process of being awarded in another agenda item on the March 18th Public Works committee meeting.

EEI is proposing a construction engineering contract structured as an hourly rate contract in the estimated amount of \$249,820. This money is budgeted in the proposed FY26 budget but is not approved at this time.

As a reminder, this project differs from the “Road to Better Roads” yearly project. This has been known as the subdivision paving or subdivision cluster as well as the Local Road Program. This is the extra paving of all the subdivisions that were constructed in the early 2000’s and were all coming due for new pavement at once. The paving this year is year 2 out of a 4-year program that, in conjunction with the RTBR program, will complete the subdivision paving.

Recommendation

Staff recommends approval of the contract with EEI.

Resolution No. 2025-_____

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

WHEREAS, the City's Public Works Department plans to perform subdivision paving and sidewalk repair (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *2025 Local Road Program, United City of Yorkville, Professional Services Agreement – Construction*

Engineering, attached hereto as *Exhibit A*.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVAR TARULIS _____

RUSTY CORNEILS _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

MAYOR

Attest:

City Clerk

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

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$249,820. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply



to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract.



The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

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

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village 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) x Corporation Not for Profit Corporation Trust or Estate
Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Estimated Project Schedule

Attachment E: Location Map

Attachment F: 2024 Standard Schedule of Charges



L. Notices:

All notices required to be given under the terms of this agreement shall be given 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 Contractor:

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

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

Agreed to this ____day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Bradley. P. Sanderson, PE
Chief Operating Officer/President

Jori Behland
City Clerk

Christopher J. Ott, PE.
Project Manager



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**2025 Local Road Program
United City of Yorkville, IL
Professional Services Agreement – Construction Engineering**

Attachment B – Scope of Services

Construction Engineering:

- Attend the Pre-Construction Meeting with the Contractor and City Staff
- Provide construction layout for the proposed improvements
- Provide resident engineering for periodic on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications.
- Monitor adherence to construction schedule and make recommendations when appropriate.
- Monitor traffic control on a regular basis.
- Gather material inspection and coordinate any required testing on behalf of the City.
- Provide guidance to the contractor when questions arise during construction.
- Prepare/verify pay estimates.
- Gather and review waivers of lien.
- Provide information to residents as required.
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly, or as required based on onsite activities.
- Prepare necessary IDOT closeout paperwork



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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2456-P				
PROJECT TITLE					DATE			PREPARED BY	
2025 Local Road Program - Construction Engineering					2/25/25			CJO	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 1	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$210	\$186	\$168	\$164	\$140	\$72		
CONSTRUCTION ENGINEERING											
3.1	Construction Administration		4	28	8	8			4	52	\$ 9,984
3.2	Construction Layout			8	36	36				80	\$ 14,424
3.3	Observation and Documentation		4	24	550	600			4	1,182	\$ 209,412
											\$ -
Construction Engineering Subtotal:			8	60	594	644	-	-	8	1,314	\$ 233,820
PROJECT TOTAL:			8	60	594	644	-	-	8	1,314	233,820

EEI STAFF

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

DIRECT EXPENSES

Printing/Scanning = \$ -
 Vehicle Charges (\$65/Day) = \$ 7,800
 Rubino (Material Testing) = \$ 8,200
DIRECT EXPENSES = \$ 16,000

LABOR SUMMARY

EEI Labor Expenses = \$ 233,820
TOTAL LABOR EXPENSES \$ 233,820

TOTAL COSTS \$ 249,820



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER					
United City of Yorkville		YO2456-P					
PROJECT TITLE		DATE		PREPARED BY			
2025 Local Road Program - Construction Engineering		2/25/25		CJO			
TASK NO.	TASK DESCRIPTION						
		APR	MAY	JUN	JUL	AUG	SEP
CONSTRUCTION ENGINEERING							
3.1	Contract Administration						
3.2	Construction Layout						
3.3	Observation and Documentation						





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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" 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 #10

Tracking Number

PW 2025-29

Agenda Item Summary Memo

Title: Bluestem Water Main Replacement – Contract Award

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Bluestem Water Main Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: March 5, 2025
Subject: Bluestem Water Main Improvements

Bids were received, opened and tabulated for work to be done on the Bluestem Water Main Improvements at 11:00 a.m., March 4, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. This project solely consists of water related work. The low bid was below our engineer's estimate and within the FY2026 budget.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Winner Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564, in the total amount of **\$465,646.09**.

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

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A BID TO COMPLETE THE BLUESTEM DRIVE WATER
MAIN IMPROVEMENTS**

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

WHEREAS, the City plans to make certain improvements to the water mains along Bluestem Drive within the City, as illustrated on the Bluestem Dr Water Main Improvements Map, attached hereto as *Exhibit A* (the “Project”); and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to complete the Project and a public bid opening was held at 11:00 a.m. on March 4, 2025; and

WHEREAS, the City’s engineers and staff find that the lowest responsible bidder is Winner Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564 (“Winner”), with a total bid amount of \$465,646.09 (the “Project Cost”); and

WHEREAS, sufficient funds are available and have been budgeted in the City’s Fiscal Year 2026 budget to complete the Project; and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by Winner be accepted.

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

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

Section 2. The Corporate Authorities hereby find and declare that a bid by Winner

Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564 to complete the Project at a cost of \$465,646.09 is the lowest responsible bid, and therefore accept the bid.

Section 3. That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

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. 2025.

MAYOR

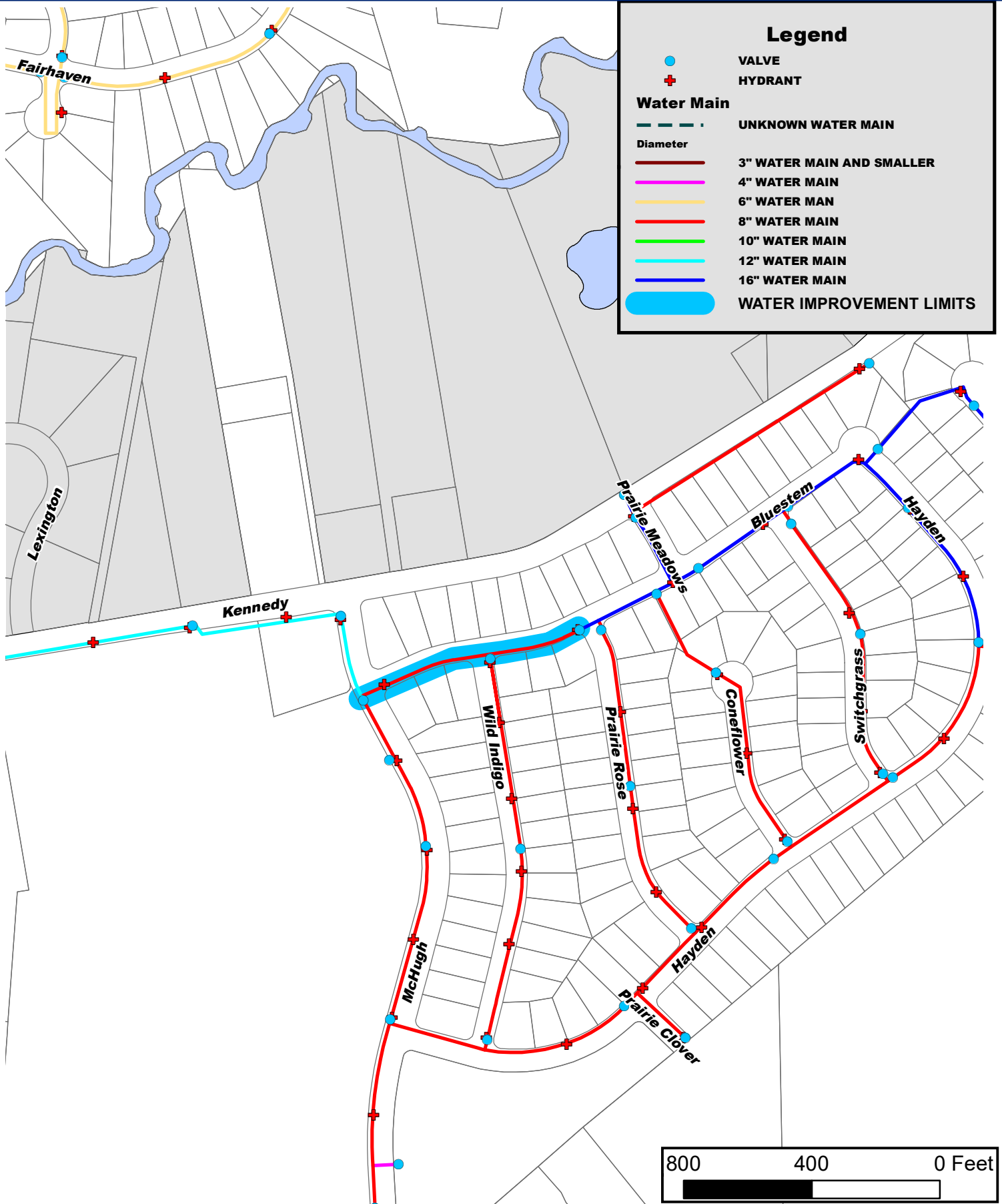
Attest:

CITY CLERK

BID TABULATION BLUESTEM WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE																						
		BID TABULATION BIDS RECD 3/4/2025		Winner Excavating, Inc. 1211 Deer Street Yorkville, IL 60560		J & S Const Sewer & Water Inc P.O. Box 760 Oswego, IL-60543		Conley Excavating, Inc. 1555 Gramercy Place Morris, IL 60450		Performance Const & Eng, LLC 217 W. John Street Plano, IL-60545		Kane County Excavating PO Box 554 Hampshire, IL-60140		Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL-60901		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120		H. Linden & Sons Sewer and Water 722 E. South St., Unit D Plano, IL 60545		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	
1	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	723	\$ 290.00	\$ 209,670.00	\$ 276.00	\$ 199,548.00	\$ 238.00	\$ 172,074.00	\$ 280.00	\$ 202,440.00	\$ 244.00	\$ 176,412.00	\$ 315.00	\$ 227,745.00	\$ 311.00	\$ 224,853.00	\$ 275.00	\$ 198,825.00	\$ 225.00	\$ 162,675.00	
2	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	46	\$ 200.00	\$ 9,200.00	\$ 210.00	\$ 9,660.00	\$ 145.00	\$ 6,670.00	\$ 248.50	\$ 11,431.00	\$ 142.00	\$ 6,532.00	\$ 215.00	\$ 9,890.00	\$ 218.00	\$ 10,028.00	\$ 185.00	\$ 8,510.00	\$ 135.00	\$ 6,210.00	
3	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$ 8,000.00	\$ 8,000.00	\$ 5,800.00	\$ 5,800.00	\$ 3,264.00	\$ 3,264.00	\$ 8,250.00	\$ 8,250.00	\$ 5,500.00	\$ 5,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,860.00	\$ 8,860.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	
4	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 7,100.00	\$ 7,100.00	\$ 5,400.00	\$ 5,400.00	\$ 3,264.00	\$ 3,264.00	\$ 16,850.00	\$ 16,850.00	\$ 8,600.00	\$ 8,600.00	\$ 6,500.00	\$ 6,500.00	\$ 16,260.00	\$ 16,260.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	
5	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	1	\$ 4,700.00	\$ 4,700.00	\$ 5,000.00	\$ 5,000.00	\$ 2,320.00	\$ 2,320.00	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 8,890.00	\$ 8,890.00	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	
6	BUTTERFLY VALVE IN 60" VAULT, 16-INCH	EACH	2	\$ 11,000.00	\$ 22,000.00	\$ 10,100.00	\$ 20,200.00	\$ 10,762.00	\$ 21,524.00	\$ 12,000.00	\$ 24,000.00	\$ 9,300.00	\$ 18,600.00	\$ 9,500.00	\$ 19,000.00	\$ 18,860.00	\$ 37,720.00	\$ 25,000.00	\$ 50,000.00	\$ 15,000.00	\$ 30,000.00	
7	GATE VALVE IN 60" VAULT, 8-INCH	EACH	1	\$ 7,000.00	\$ 7,000.00	\$ 6,100.00	\$ 6,100.00	\$ 6,540.00	\$ 6,540.00	\$ 9,500.00	\$ 9,500.00	\$ 6,600.00	\$ 6,600.00	\$ 6,000.00	\$ 6,000.00	\$ 9,890.00	\$ 9,890.00	\$ 7,800.00	\$ 7,800.00	\$ 7,000.00	\$ 7,000.00	
8	VALVE VAULT TO BE ABANDONED	EACH	1	\$ 750.00	\$ 750.00	\$ 1,300.00	\$ 1,300.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 680.00	\$ 680.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00	
9	VALVE VAULT TO BE REMOVED	EACH	1	\$ 750.00	\$ 750.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00	\$ 1,000.00	\$ 1,000.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 540.00	\$ 540.00	\$ 2,500.00	\$ 2,500.00	
10	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	2	\$ 12,000.00	\$ 24,000.00	\$ 10,900.00	\$ 21,800.00	\$ 8,680.00	\$ 17,360.00	\$ 9,000.00	\$ 18,000.00	\$ 7,100.00	\$ 14,200.00	\$ 7,800.00	\$ 15,600.00	\$ 11,680.00	\$ 23,360.00	\$ 10,000.00	\$ 20,000.00	\$ 9,500.00	\$ 19,000.00	
11	FIRE HYDRANT TO BE REMOVED	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 650.00	\$ 1,300.00	\$ 550.00	\$ 1,100.00	\$ 850.00	\$ 1,700.00	\$ 950.00	\$ 1,900.00	\$ 1,180.00	\$ 2,360.00	\$ 780.00	\$ 1,560.00	\$ 2,000.00	\$ 4,000.00	
12	DUCTILE IRON FITTINGS	LB	3,009	\$ 0.01	\$ 30.09	\$ 0.01	\$ 30.09	\$ 15.00	\$ 45,135.00	\$ 1.00	\$ 3,009.00	\$ 3.50	\$ 10,531.50	\$ 0.01	\$ 30.09	\$ 6.00	\$ 18,054.00	\$ 15.00	\$ 45,135.00	\$ 12.00	\$ 36,108.00	
13	WATER MAIN PROTECTION, PVC C-900, 24-INCH	LF	63	\$ 100.00	\$ 6,300.00	\$ 160.00	\$ 10,080.00	\$ 118.00	\$ 7,434.00	\$ 50.00	\$ 3,150.00	\$ 145.00	\$ 9,135.00	\$ 190.00	\$ 11,970.00	\$ 281.00	\$ 17,703.00	\$ 249.00	\$ 15,687.00	\$ 165.00	\$ 10,395.00	
14	WATER SERVICE PIPE, PEX, 1-INCH	LF	347	\$ 4.00	\$ 1,388.00	\$ 64.00	\$ 22,208.00	\$ 78.00	\$ 27,066.00	\$ 5.00	\$ 1,735.00	\$ 25.00	\$ 8,675.00	\$ 65.00	\$ 22,555.00	\$ 46.00	\$ 15,962.00	\$ 71.00	\$ 24,637.00	\$ 40.00	\$ 13,880.00	
15	WATER SERVICE CONNECTION, 1-INCH	EACH	15	\$ 2,500.00	\$ 37,500.00	\$ 1,530.00	\$ 22,950.00	\$ 1,915.00	\$ 28,725.00	\$ 4,500.00	\$ 67,500.00	\$ 2,500.00	\$ 37,500.00	\$ 3,250.00	\$ 48,750.00	\$ 3,880.00	\$ 58,200.00	\$ 2,000.00	\$ 30,000.00	\$ 2,700.00	\$ 40,500.00	
16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	20	\$ 45.00	\$ 900.00	\$ 35.00	\$ 700.00	\$ 1.00	\$ 20.00	\$ 24.00	\$ 480.00	\$ 60.00	\$ 1,200.00	\$ 100.00	\$ 2,000.00	\$ 87.00	\$ 1,740.00	\$ 45.00	\$ 900.00	\$ 70.00	\$ 1,400.00	
17	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,450.00	\$ 1,450.00	\$ 1,200.00	\$ 1,200.00	\$ 750.00	\$ 750.00	\$ 2,200.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00	\$ 1,180.00	\$ 1,180.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	
18	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	3	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,000.00	\$ 2,000.00	\$ 6,000.00	\$ 1,300.00	\$ 3,900.00	\$ 550.00	\$ 1,650.00	\$ 5,000.00	\$ 15,000.00	\$ 2,460.00	\$ 7,380.00	\$ 3,000.00	\$ 9,000.00	\$ 2,000.00	\$ 6,000.00	
19	INLET PROTECTION	EACH	8	\$ 100.00	\$ 800.00	\$ 190.00	\$ 1,520.00	\$ 290.00	\$ 2,320.00	\$ 220.00	\$ 1,760.00	\$ 200.00	\$ 1,600.00	\$ 150.00	\$ 1,200.00	\$ 300.00	\$ 2,400.00	\$ 5,000.00	\$ 40,000.00	\$ 150.00	\$ 1,200.00	
20	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,850.00	\$ 1,850.00	\$ 3,100.00	\$ 3,100.00	\$ 6,000.00	\$ 6,000.00	\$ 14,500.00	\$ 14,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1.00	\$ 1.00	\$ 25,000.00	\$ 25,000.00	
21	FOUNDATION MATERIAL	CY	30	\$ 10.00	\$ 300.00	\$ 35.00	\$ 1,050.00	\$ 40.00	\$ 1,200.00	\$ 30.00	\$ 900.00	\$ 50.00	\$ 1,500.00	\$ 500.00	\$ 15,000.00	\$ 88.00	\$ 2,640.00	\$ 42.00	\$ 1,260.00	\$ 60.00	\$ 1,800.00	
22	EXPLORATORY EXCAVATION	EACH	2	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00	\$ 400.00	\$ 800.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,280.00	\$ 2,560.00	\$ 450.00	\$ 900.00	\$ 1,200.00	\$ 2,400.00	
23	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	28	\$ 100.00	\$ 2,800.00	\$ 50.00	\$ 1,400.00	\$ 170.00	\$ 4,760.00	\$ 50.00	\$ 1,400.00	\$ 75.00	\$ 2,100.00	\$ 65.00	\$ 1,820.00	\$ 82.00	\$ 2,296.00	\$ 100.00	\$ 2,800.00	\$ 40.00	\$ 1,120.00	
24	HOT-MIX ASPHALT PAVEMENT REMOVAL, 4-INCH	SY	653	\$ 4.00	\$ 2,612.00	\$ 7.00	\$ 4,571.00	\$ 5.00	\$ 3,265.00	\$ 6.25	\$ 4,081.25	\$ 11.50	\$ 7,509.50	\$ 6.00	\$ 3,918.00	\$ 26.00	\$ 16,978.00	\$ 5.00	\$ 3,265.00	\$ 75.00	\$ 48,975.00	
25	HOT-MIX ASPHALT PAVEMENT REMOVAL, 6-INCH	SY	52	\$ 13.00	\$ 676.00	\$ 7.00	\$ 364.00	\$ 8.00	\$ 416.00	\$ 6.25	\$ 325.00	\$ 15.00	\$ 780.00	\$ 7.00	\$ 364.00	\$ 33.00	\$ 1,716.00	\$ 10.00	\$ 520.00	\$ 85.00	\$ 4,420.00	
26	HOT-MIX ASPHALT PAVEMENT PATCH, 4-INCH	SY	653	\$ 40.00	\$ 26,120.00	\$ 40.00	\$ 26,120.00	\$ 66.00	\$ 43,098.00	\$ 40.00	\$ 26,120.00	\$ 145.00	\$ 94,685.00	\$ 45.00	\$ 29,385.00	\$ 70.00	\$ 45,710.00	\$ 55.00	\$ 35,915.00	\$ 45.00	\$ 29,385.00	
27	HOT-MIX ASPHALT PAVEMENT PATCH, 6-INCH	SY	52	\$ 125.00	\$ 6,500.00	\$ 75.00	\$ 3,900.00	\$ 70.00	\$ 3,640.00	\$ 75.00	\$ 3,900.00	\$ 190.00	\$ 9,880.00	\$ 85.00	\$ 4,420.00	\$ 108.00	\$ 5,616.00	\$ 71.00	\$ 3,692.00	\$ 55.00	\$ 2,860.00	
28	PCC SIDEWALK REMOVAL AND REPLACEMENT	SF	150	\$ 20.00	\$ 3,000.00	\$ 16.00	\$ 2,400.00	\$ 30.00	\$ 4,500.00	\$ 16.00	\$ 2,400.00	\$ 25.00	\$ 3,750.00	\$ 16.00	\$ 2,400.00	\$ 20.00	\$ 3,000.00	\$ 25.00	\$ 3,750.00	\$ 15.00	\$ 2,250.00	
29	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	180	\$ 65.00	\$ 11,700.00	\$ 65.00	\$ 11,700.00	\$ 42.00	\$ 7,560.00	\$ 65.00	\$ 11,700.00	\$ 52.00	\$ 9,360.00	\$ 70.00	\$ 12,600.00	\$ 70.00	\$ 12,600.00	\$ 68.00	\$ 12,240.00	\$ 75.00	\$ 13,500.00	
30	MAILBOX TO BE REMOVED AND RESET	EACH	6	\$ 200.00	\$ 1,200.00	\$ 200.00	\$ 1,200.00	\$ 150.00	\$ 900.00	\$ 300.00	\$ 1,800.00	\$ 450.00	\$ 2,700.00	\$ 175.00	\$ 1,050.00	\$ 225.00	\$ 1,350.00	\$ 200.00	\$ 1,200.00	\$ 150.00	\$ 900.00	
31	RESTORATION	SY	410	\$ 15.00	\$ 6,150.00	\$ 28.00	\$ 11,480.00	\$ 17.00	\$ 6,970.00	\$ 14.25	\$ 5,842.50	\$ 12.00	\$ 4,920.00	\$ 18.00	\$ 7,380.00	\$ 21.00	\$ 8,610.00	\$ 25.00	\$ 10,250.00	\$ 15.00	\$ 6,150.00	
32	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,163.25	\$ 50,163.25	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	
33	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	25,000	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	
BASE BID TOTAL (ITEMS 1-33)					\$ 465,646.09		\$ 467,981.09		\$ 475,225.00		\$ 521,787.00		\$ 524,870.00		\$ 539,177.09		\$ 627,746.00		\$ 642,887.00		\$ 545,278.00	
ABOVE/BELOW ENGINEERS ESTIMATE					-14.60%		-14.18%		-12.85%		-4.31%		-3.74%		-1.12%		15.12%		17.90%		-	
CORRECTED NUMBERS FROM BID																						

**BID SUMMARY
BLUESTEM WATER MAIN IMPROVEMENTS
UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 11:00 A.M. 03/04/2025	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	Winninger Excavating, Inc. 1211 Deer Street Yorkville, IL 60560	J & S Const Sewer & Water Inc P.O. Box 760 Oswego, IL-60543	Conley Excavating, Inc. 1555 Gramercy Place Morris, IL 60450
BID TOTAL	\$545,278.00	\$465,646.09	\$467,981.09	\$475,225.00
BID BOND		X	X	X
SIGNED BID		X	X	X
ADDENDUM NO. 1		X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 03/04/2025	Performance Const & Eng, LLC 217 W. John Street Plano, IL-60545	Kane County Excavating PO Box 554 Hampshire, IL-60140	Scanlon Excavating & Concrete, Inc. 630 S 7000 W Rd Kankakee, IL-60901	Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120
BID TOTAL	\$521,787.00	\$524,870.00	\$539,177.09	\$627,746.00
BID BOND	X	X	X	X
SIGNED BID	X	X	X	X
ADDENDUM NO. 1	X	X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 03/04/2025	H. Linden & Sons Sewer and Water 722 E. South St., Unit D Plano, IL 60545			
BASE BID TOTAL	\$642,887.00			
BID BOND	X			
SIGNED BID	X			
ADDENDUM NO. 1	X			



Engineering Enterprises, Inc.

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

DATE: APRIL 2024
PROJECT NO.: YO2420
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2024\
FILE: YO2420_Bluestem Dr Water Main Replacement.MXD

BLUESTEM DR WATER MAIN IMPROVEMENTS LOCATION MAP





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

Agenda Item Number

New Business #11

Tracking Number

PW 2025-30

Agenda Item Summary Memo

Title: Bluestem Water Main Replacement Construction Engineering Agreement

Meeting and Date: Public Works Committee – March 18, 2025

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: March 10, 2025
Subject: Bluestem Water Main Replacement Const. Eng. Agreement

Summary

Approval of a proposed construction engineering agreement from EEI for the Bluestem Watermain Replacement.

Background

The Bluestem water main replacement is part of the Lake Michigan water main improvements. A 2-block stretch of 8" water main is being replaced with 16" water main to remove a "pinch point" and allow water to flow more freely and efficiently. The area of replacement is on the west end of Bluestem near McHugh Rd. This project also ties into our Road to Better Roads (RTBR) project this year. The water main replacement has to be completed before the streets in the entire subdivision are repaved.

This project was last discussed at the City Council meeting on 5/28/24 when the design engineering contract was approved. Since this time, the project has been designed and bid with the contract award as another agenda item at the Public Works committee meeting this month.

The proposed contract is any hourly rate agreement that is estimated at \$51,448 with an additional \$3,940 in direct expenses for a total of \$55,388.

There is \$65,000 budgeted for this contract in the proposed FY26 budget.

Recommendation

Staff recommends approval of this contract with EEI in the amount of \$55,388

Resolution No. 2025-_____

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

WHEREAS, the City's Public Works Department plans to replace water mains, part of the Lake Michigan water main improvements, on the west end of Bluestem and McHugh Road, curb and sidewalk removal and replacement, and paving improvements along Bluestem Drive from, McHugh Road to Prairie Rose Lane (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *Bluestem Water Main Improvements, United City of Yorkville, Agreement for Professional Services – Construction Engineering*, attached hereto as *Exhibit A*.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

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. 2025.

MAYOR

Attest:

City Clerk

**Bluestem Water Main Improvements
United City of Yorkville
Agreement for Professional Services – Construction Engineering**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 723 feet of 16-inch ductile iron water main, 46 feet of 8-inch ductile iron water main, curb and sidewalk removal and replacement, and paving improvements along Bluestem Drive from McHugh Road to Prairie Rose Lane. (See Attachment D for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services performed to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$51,448. Direct expenses are estimated at \$3,940. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every 30 days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

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



be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Exhibit

Attachment E: Anticipated Project Schedule

Attachment F: Standard Schedule of Charges



L. Notices:

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

For the *City*:

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

For the Contractor:

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

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

Agreed to this ____ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

*John Purcell
Mayor*

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

*Jori Behland
City Clerk*

*Angie Smith
Executive Assistant*



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**Bluestem Water Main Improvements
United City of Yorkville
Agreement for Professional Services – Construction Engineering**

Attachment B – Scope of Services

The United City of Yorkville intends to install approximately 723 feet of 16-inch ductile iron water main, 46 feet of 8-inch ductile iron water main, curb and sidewalk removal and replacement, and paving improvements along Bluestem Drive from McHugh Road to Prairie Rose Lane.

CONSTRUCTION ENGINEERING – BLUESTEM WATER MAIN IMPROVEMENTS

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

3.2 Construction Layout and Record Drawings

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

3.3 Construction Observation and Documentation

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

The following scope of services will be provided by EEL's Subconsultant when selected:

- Material Testing for Quality Assurance

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



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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2420-P				
PROJECT TITLE					DATE			PREPARED BY	
Bluestem Water Main Improvements					3/7/25			KDW	

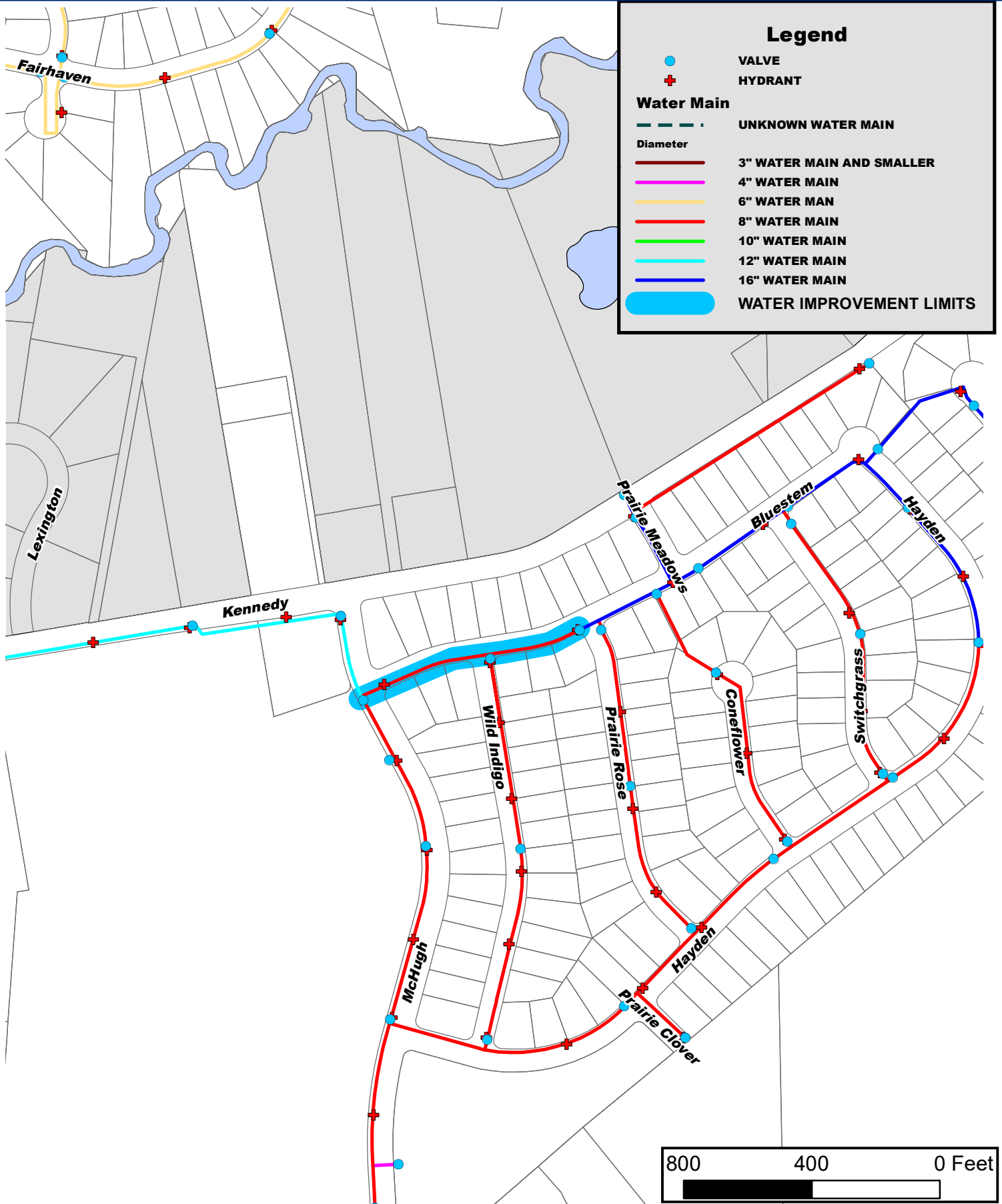
TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$168	\$153	\$210	\$175	\$168	\$72		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		2	21	-	27	-	-	-	-	50	\$ 9,033
3.2	Construction Layout and Record Drawings		-	-	-	2	2	13	5	-	22	\$ 3,841
3.3	Observation and Documentation		2	4	-	242	-	-	-	3	251	\$ 38,574
Construction Engineering Subtotal:			4	25	-	271	2	13	5	3	323	\$ 51,448
PROJECT TOTAL:			4	25	-	271	2	13	5	3	323	51,448

DIRECT EXPENSES	
Printing/Postage =	\$ 250
Vehicle =	\$ 1,690
Material Testing =	\$ 2,000
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 3,940

LABOR SUMMARY	
EEL Labor Expenses =	\$ 47,913
Surveying Expenses =	\$ 3,535
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$ 51,448

TOTAL COSTS	\$ 55,388
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Engineering Enterprises, Inc.

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

DATE: APRIL 2024
PROJECT NO.: YO2420
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2024\
FILE: YO2420_Bluestem Dr Water Main Replacement.MXD

BLUESTEM DR WATER MAIN IMPROVEMENTS LOCATION MAP



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT							PROJECT NUMBER		
United City of Yorkville							YO2420-P		
PROJECT TITLE							DATE	PREPARED BY	
Bluestem Water Main Improvements							3/7/25	KDW	

TASK NO.	TASK DESCRIPTION													
		2025										2026		
		APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	
CONSTRUCTION ENGINEERING														
3.1	Contract Administration													
3.2	Construction Layout and Record Drawings													
3.3	Observation and Documentation													





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input 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 #12

Tracking Number

PW 2025-31

Agenda Item Summary Memo

Title: Bertram Drive Connection Design Engineering Agreement

Meeting and Date: Public Works Committee – March 18, 2025

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: March 11, 2025
Subject: Bertram Drive Extension Design Engineering Agreement

Summary

A proposed design engineering agreement from EEI for the Bertram Rd. extension to Rt. 47.

Background

As part of the Rt. 47 reconstruction from Waterpark Way to Baseline Rd., the City has planned on connecting Bertram Drive to Rt. 47. With construction immanent, we need to have Bertram Drive designed to be able to construct it as soon as we can.

Currently, the entire Bristol Bay subdivision has only one access point on Galena Rd. The Bertram Drive connection would be a much needed second access to the subdivision. This will be a full access to Rt. 47 but will not be signalized.

EEI is proposing a fixed fee Design Engineering PSA in the amount of \$46,038 with an additional estimated \$11,910 in direct expenses. This expenditure is contemplated in the proposed FY26 budget in the City-Wide Capital section in the amount of \$52,000. The proposed PSA amount is ~\$6,000 higher than what is currently budgeted. Staff is ok with this since the direct expenses are conservatively estimated.

Recommendation

Staff recommends approval of this PSA with EEI in the amount of \$57,948.

Resolution No. 2025-_____

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

WHEREAS, the City's Public Works Department plans to perform work connecting Bertram Drive to Route 47, as part of Route 47 reconstruction from Waterpark Way to Baseline Road (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *Bertram*

Drive Connection, United City of Yorkville, Professional Services Agreement – Design Engineering, attached hereto as Exhibit A.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

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. 2025.

MAYOR

Attest:

City Clerk

**Bertram Drive Connection
United City of Yorkville
Professional Services Agreement – Design Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design Engineering for all roadways indicated on Attachment E will be provided. Construction Engineering services are not 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 Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design engineering will be paid for as a Fixed Fee (FF) in the amount of \$46,038. Direct expenses are estimated at \$11,910. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:



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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

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



be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Estimated Project Schedule

Attachment E: Location Map

Attachment F: 2024 Standard Schedule of Charges



L. Notices:

All notices required to be given under the terms of this agreement shall be given 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 Contractor:

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

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

Agreed to this ____ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Bradley. P. Sanderson, PE
Chief Operating Officer/President

Jori Behland
City Clerk

Christopher J. Ott, PE.
Project Manager



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**Bertram Drive Connection
United City of Yorkville, IL
Professional Services Agreement – Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

- Project Management and Coordination
 - Project Management
 - Project Scheduling
 - Coordination with Sub-Consultants (Rubino Engineering, Inc.)
 - QC/QA of Final Plans, Specifications and Estimates
- Project Meetings
 - Kick-Off Meeting with City Staff
 - 60% Submittal Meeting
- Topographic Survey
 - Perform Topographic Survey
 - Review Topographic Survey
- Boundary Survey & Plat of Dedication
 - Perform Boundary Survey
 - Obtain Title Commitments
 - Prepare Right-Of-Way Dedication Plats
- Geotechnical Investigation and CCDD Coordination
 - Coordinate Locations and Work to Obtain Soil Boring/Pavement Cores
 - Perform Soil Borings for Pavement Design and Grading (Rubino Engineering, Inc.)
 - Prepare Geotechnical Report (Rubino Engineering, Inc.)
 - Perform EcoCAT Submittal
 - Prepare and Submit Illinois State Historic Preservation Office (SHPO) Approval
 - CCDD and LPC 662/663 Forms (Rubino Engineering, Inc.)
- Utility Coordination
 - Perform Design JULIE
 - Review and Inventory Existing Utility Information to Identify Potential Conflicts
 - Coordination with Public Utilities
- Prefinal Plans, Specifications and Estimates
 - Coordinate with City Staff the Final Scope of Improvements
 - Develop Prefinal Plans Including the Following:
 - Title Sheet
 - General Notes
 - Summary of Quantities
 - Existing and Proposed Typical Sections
 - Plan and Profile (1"=20')
 - Erosion and Sediment Control Plan (1"=20')
 - Drainage and Utilities Plan (1"=20')
 - Pavement Marking and Signing Plan (1"=20')
 - Project Details
 - City Details
 - Cross Sections (@ 50 ft stations, 1"=10' horizontal, 1"=5' vertical)
 - Prepare Bid Package and Ancillary Documents including:
 - BLR 12200 – Local Agency Formal Contract Proposal
 - BLR 12201 – Schedule of Prices
 - BLR 12230 – Bid Bond Form



- BC 57 – Affidavit of Availability
 - Index for Supplemental Specifications and Recurring Special Provisions
 - BLR 11300 - Check Sheet for Recurring Special Provisions
 - BLR 11310 – Special Provisions
 - BDE Check Sheet/Special Provisions
 - Prevailing Wage
- Special Provisions in IDOT Format
 - Local Roads Special Provisions
 - City Special Provisions and Details
 - Status of Utilities to Be Adjusted
- Prepare Preliminary Cost Estimate
- Submit Prefinal Plans to Utility Companies as Necessary
- Submit Prefinal Plans, Special Provisions and Cost Estimate to City for Review
- Final Plans, Specifications and Estimates
 - Update Plans Based on Comments Received on Pre-Final Plans
 - Update Summary of Quantities, Estimate of Cost for Final Submittal
 - Update Special Provisions for Final Submittal
 - Submit Final Plans, Specifications and Estimate of Cost to City and Utility Companies
- Bidding, Letting and Contracting
 - Assist in Bidding and Contractor/Bid Evaluation
 - Contract Preparation
 - Additional Contract Administration as Required

DIRECT EXPENSES:

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

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Refer to scope items listed above

EXCLUSIONS:

- Phase III Engineering Services
- Archeological Surveys
- Traffic Signal Design

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



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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2505-C				
PROJECT TITLE					DATE			PREPARED BY	
Bertram Drive Connection - Design Engineering					3/10/25			CJO	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 2	SPT 2	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$234	\$210	\$200	\$175	\$140	\$72		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		2		6					8	\$ 1,752
2.2	Project Meetings		2		3	3				8	\$ 1,722
2.3	Topographic Survey			6			18			24	\$ 4,554
2.4	Geotechnical Investigation and CCDD Coordination					2				2	\$ 400
2.5	Utility Coordination					2				2	\$ 400
2.6	Prefinal Plans, Specifications and Estimates				8	56	12	48		124	\$ 21,700
2.7	Final Plans, Specifications and Estimates				8	36	8	20		72	\$ 13,080
2.8	Bidding, Letting and Contracting		1		4	6			2	13	\$ 2,430
Design Engineering Subtotal:			5	6	29	105	38	68	2	253	\$ 46,038
PROJECT TOTAL:			5	6	29	105	38	68	2	253	46,038

EEI STAFF

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

DIRECT EXPENSES

Printing/Scanning =	\$ 150
Legal Surveying =	\$ 6,000
Rubino (Soil Borings & CCDD) =	\$ 5,760
DIRECT EXPENSES =	\$ 11,910

LABOR SUMMARY

EEI Labor Expenses =	\$ 46,038
TOTAL LABOR EXPENSES	\$ 46,038

TOTAL COSTS	\$ 57,948
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT					PROJECT NUMBER			
United City of Yorkville					YO2505-C			
PROJECT TITLE					DATE		PREPARED BY	
Bertram Drive Connection - Design Engineering					3/10/25		CJO	
TASK NO.	TASK DESCRIPTION							
		MAR	APR	MAY	JUN	JUL	AUG	SEP
DESIGN ENGINEERING								
2.1	Project Management and Coordination							
2.2	Project Meetings							
2.3	Topographic Survey							
2.4	Boundary Survey & Plat of Dedication							
2.5	Geotechnical Investigation and CCDD Coordination							
2.6	Utility Coordination							
2.7	Prefinal Plans, Specifications and Estimates							
2.8	Final Plans, Specifications and Estimates							
2.9	Bidding, Letting and Contracting							



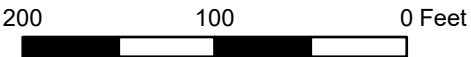


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



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

			DATE:	FEBRUARY 2025
			PROJECT NO.:	YO2500
			BY:	MJT
			PATH:	H:\GIS\PUBLIC\YORKVILLE\2025\
			FILE:	YO2500_Bertram Dr Extension
NO.	DATE	REVISIONS		



ATTACHMENT E
**BERTRAM DRIVE
EXTENSION**





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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



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

Agenda Item Number

New Business #13

Tracking Number

PW 2025-32

Agenda Item Summary Memo

Title: 2026 Water Main Improvements Design Engineering Agreement

Meeting and Date: Public Works Committee – March 18, 2025

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: March 11, 2025
Subject: 2026 Water Main Repl. Design Engineering Proposal

Summary

A proposed design engineering agreement from EEI for the 2026 Water Main Replacement Program.

Background

In an ongoing effort to reduce our non-revenue water loss to under 10% as required by our Lake Michigan water allocation, we are continuing to replace older, cast iron water main that is prone to water main breaks and leaks. This will be the third year of aggressively replacing water main throughout town. The proposed areas of replacement include Adrian, Blaine, Illini, Walter, Olsen, and E. Ridge. In addition, we will be replacing the rear yard mains in Countryside and replacing a main that runs from Rt. 47 to the Penny Lane Apartments. The Penny Lane water main will also be tied into Colonial Parkway instead of being a very long dead end, which it is now.

EEI is proposing a fixed fee proposal of \$308,803. For this, EEI will coordinate meetings, assist in budgeting, perform all field work, complete the plans, permit the plans, and bid the project. Originally we budgeted \$220,000 for this project. Since that time, we have increased the scope to hopefully take advantage of an increase in funding from the IEPA low interest loan. Finance Director Fredrickson is revising the amount to \$250,000 in FY26 and \$60,000 in FY25 to accurately reflect the changes to the scope. By increasing the scope this year and taking advantage of the low interest rates, we will replace less main in subsequent years when the interest rates may not be as low.

Recommendation

Staff recommends approval of this contract.

Resolution No. 2025-_____

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

WHEREAS, the City's Public Works Department plans to replace water mains throughout the City (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an *Agreement for Professional Services – Design Engineering – United City of Yorkville – 2026 Water Main*

Improvements, attached hereto as *Exhibit A*.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

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. 2025.

MAYOR

Attest:

City Clerk

Agreement for Professional Services – Design Engineering
United City of Yorkville
2026 Water Main Improvements

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Design Engineering is \$308,803.00. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

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



be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Map

Attachment E: Anticipated Project Schedule



Attachment F: 2024 Standard Schedule of Charges

Attachment G: IEPA Professional Services Contract Clauses

Attachment H: USEPA / WIFIA Professional Services Contract Clauses

Attachment I: EPA Certification of Debarment, Suspension, and Other Responsibility Matters

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 Contractor:

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

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

Agreed to this ____day of _____, 2025.

United City of Yorkville

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Angela R. Smith
Director of Marketing and
Business Development



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**Agreement for Professional Services - Design Engineering
United City of Yorkville
2026 Water Main Improvements**

Attachment B – Scope of Services

The United City of Yorkville requires Design Engineering services to replace approximately 8,842 feet of existing 4", 6", 8", and 12" water main along Dickson Court, Blackberry Lane, Naden Court, Palmer Court, Countryside Parkway, East Ridge Street, Olsen Street, Walter Street, Illini Drive, Colonial Parkway, Blaine Street, and Adrian Street. A map of the project location can be found in Attachment D of this proposal.

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

DESIGN ENGINEERING:

2.1 Project Management and Administration

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

2.2 Project Meetings

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

2.3 Topographic Survey & Easements

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

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

2.6 Regulatory Agency Coordination and Permitting

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

2.7 Bidding and Contracting Services

- Prepare Bidders List and Ad for Bid



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

DIRECT EXPENSES

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

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Fifteen (15) Soil Boring 10' in depth
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit
- Legal Surveying Services (4 Easements)

EXCLUSIONS

The above scope of services does not include the following:

- Property Negotiations
- Environmental Surveys
- Sewer Televising

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



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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2509-P				
PROJECT TITLE					DATE				PREPARED BY
2026 Water Main Improvements					3/10/25				KDW

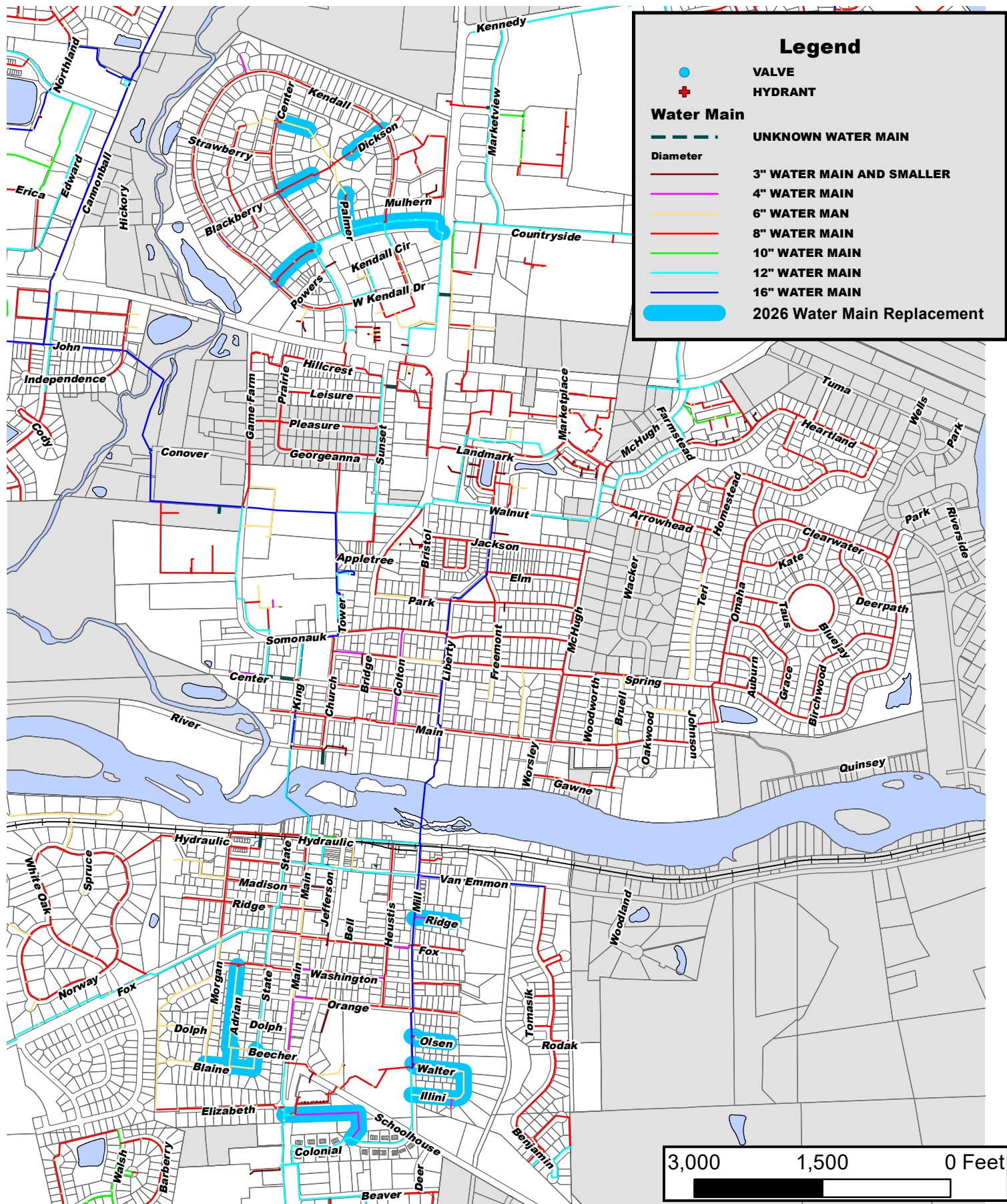
TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN	HOURS	COST
		RATE	\$246	\$234	\$210	\$200	\$234	\$175	\$168	\$175	\$164	\$72		
INSERT TASK														
2.1	Project Management and Administration		22	-	120	8	-	-	-	-	-	-	150	\$ 32,212
2.2	Project Meetings		2	-	4	6	-	-	-	-	-	-	12	\$ 2,532
2.3	Topographic Survey & Easements		-	-	8	20	82	165	36	-	-	-	311	\$ 59,791
2.4	Utility Coordination		-	-	3	12	-	-	-	-	-	-	15	\$ 3,030
2.5	Final Plans, Specifications, and Estimates		7	-	131	310	-	-	-	130	280	-	858	\$ 159,902
2.6	Regulatory Agency Coordination and Permitting		-	-	24	24	-	-	-	-	-	-	48	\$ 9,840
2.7	Bidding and Contracting		1	-	19	32	-	-	-	-	-	5	57	\$ 10,996
Insert Task Subtotal:			32	-	309	412	82	165	36	130	280	5	1,451	\$ 278,303
PROJECT TOTAL:			32	-	309	412	82	165	36	130	280	5	1,451	278,303

EEI STAFF

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

DIRECT EXPENSES	
Printing/Postage =	\$ 500
Legal Surveying =	\$ 15,000
Geotechnical/CCDD =	\$ 15,000
DIRECT EXPENSES = \$ 30,500	
LABOR SUMMARY	
EEI Labor Expenses =	\$ 278,303
TOTAL LABOR EXPENSES \$ 278,303	
TOTAL COSTS \$ 308,803	





Engineering Enterprises, Inc.

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

DATE: MARCH 2025
 PROJECT NO.: YO2427
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2024\
 FILE: YO2427_2025 Water Main Replacement Attachment D.MXD

ATTACHMENT D 2026 WATER MAIN REPLACEMENT



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT							PROJECT NUMBER		
United City of Yorkville							YO2509-P		
PROJECT TITLE							DATE	PREPARED BY	
2026 Water Main Improvements							3/10/25	AMN	

TASK NO.	TASK DESCRIPTION													
		2025										2026		
		APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	
DESIGN ENGINEERING														
2.1	Project Management and Administration													
2.2	Project Meetings													
2.3	Topographic Survey													
2.4	Utility Coordination													
2.5	Final Plans, Specifications, and Estimates													
2.6	Regulatory Agency Coordination and Permitting													
2.7	Bidding and Contracting													





Engineering Enterprises, Inc.

ATTACHMENT F

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment G.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".

ATTACHMENT H
SUPPLEMENTARY USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the 2026 Water Main Improvements. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. May explanation is attached.



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 #14

Tracking Number

PW 2025-33

Agenda Item Summary Memo

Title: Pavement Management Study – Review of Results and Scenarios

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Please see the attached presentation.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Pavement Management System Public Works Presentation

March 18, 2025

Presented By: Chris Ott, PE



YORKVILLE
ILLINOIS





Agenda

1. Project Goals
2. Inventory and Database
3. Paving History Review
4. 2025 Inspection Results
5. 2018 & 2025 Comparison
6. Budget Analysis
7. Next Steps
8. Questions



Project Goals

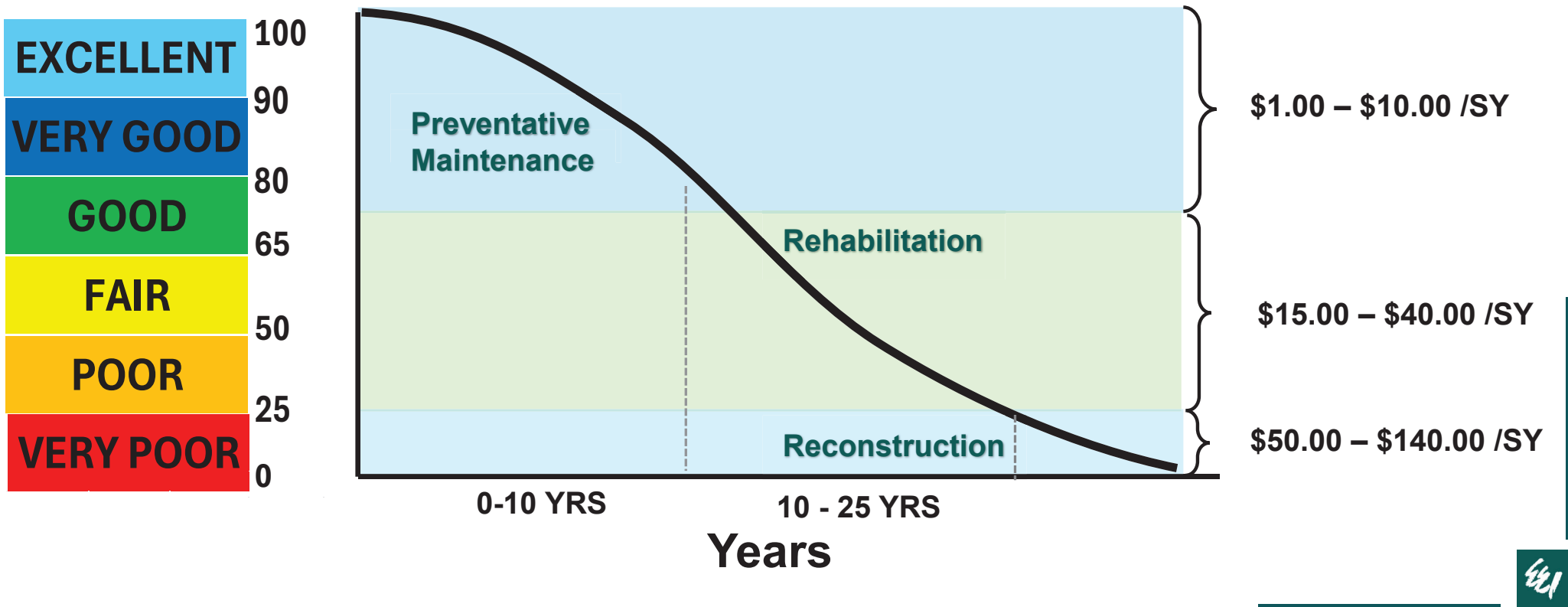
- Develop Pavement Management Program for the City
 - Assign Rating to Each Roadway
 - Inventory Each Street in the City
 - Develop Maintenance Strategies and Costs
 - Review Budget Needs and Impacts
 - Apply Budget and Develop 5-Year Plan



Project Goals

- What is a Pavement Management Program?
 - It is a decision-making process that helps municipalities make cost-effective decisions concerning the maintenance and rehabilitation of their jurisdiction's pavements

Project Goals



Project Goals

PAVEMENT MANAGEMENT PROGRAMS

Help Us to Decide:

WHAT?

WHEN?

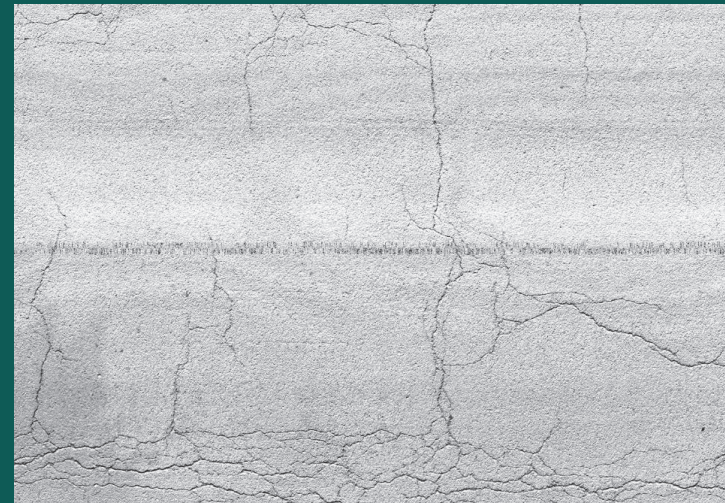


WHERE?

HOW MUCH?

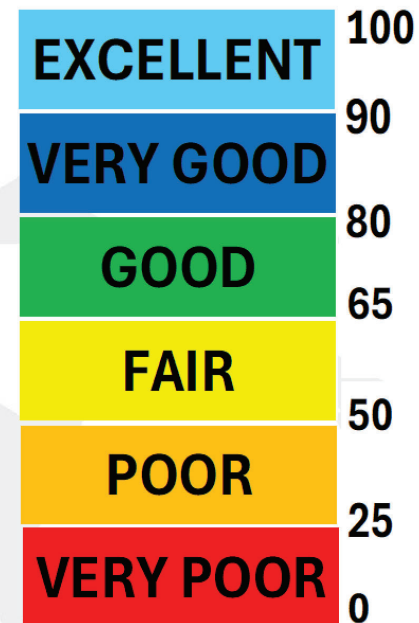
Inventory and Database

- Pavement Condition Index
 - Surface Condition – 90%
 - Cracking
 - Longitudinal
 - Transverse
 - Block
 - Alligator
 - Rutting
 - Depression
 - Surface Distresses
 - Roughness Index – 10%
 - Ride Quality

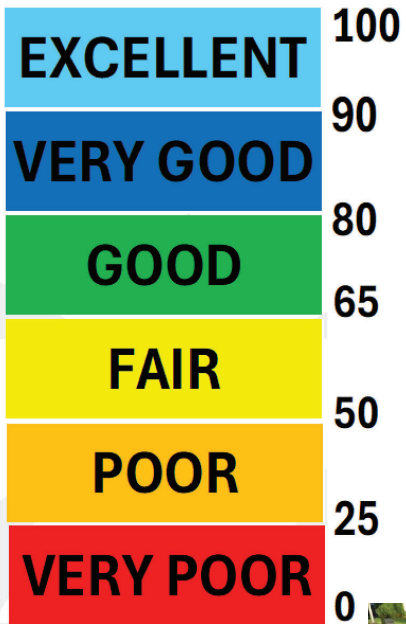


Inventory and Database

- Analysis
 - Software Develops Rating (6 Typical Categories)
 - Excellent (90-100)
 - Very Good (80-89)
 - Good (65-79)
 - Fair (50-64)
 - Poor (26-49)
 - Very Poor (0-25)



Inventory and Database



Paving History Review (2019-2025)

PAVEMENT MANAGEMENT UPDATE - 2025 HISTORICAL RESURFACING BY FUNDING SOURCE UNITED CITY OF YORKVILLE, IL

	YEAR						TOTAL MILES
		WATER FUND	RTBR	FEDERAL FUNDS	RTBR SUPPLEMENTAL	REBUILD ILLINOIS	
MILES	2019		2.10				2.10
	2020		2.37				2.37
	2021	0.32	3.80			3.75	7.87
	2022	1.80	3.07	0.58			5.45
	2023	1.19	2.22		1.37		4.78
	2024	1.97	3.67		6.29		11.93
	2025	1.74	2.52	0.44	7.20		11.90
TOTAL		7.02	19.75	1.02	14.86	3.75	46.40



Paving History Review (2019-2025)

- Paving Results
 - Annual average expenditure was \$2.67M
 - Total of 39.4 Miles of resurfacing or 5.6 Miles/Yr
 - Resulted in 34.4% of the City's streets being resurfaced
 - Resurfaced every street that was in the original plan
 - City Spent an Average of \$105k/Yr on Preventative Maintenance

\$2.67M
Avg.
Expenditure

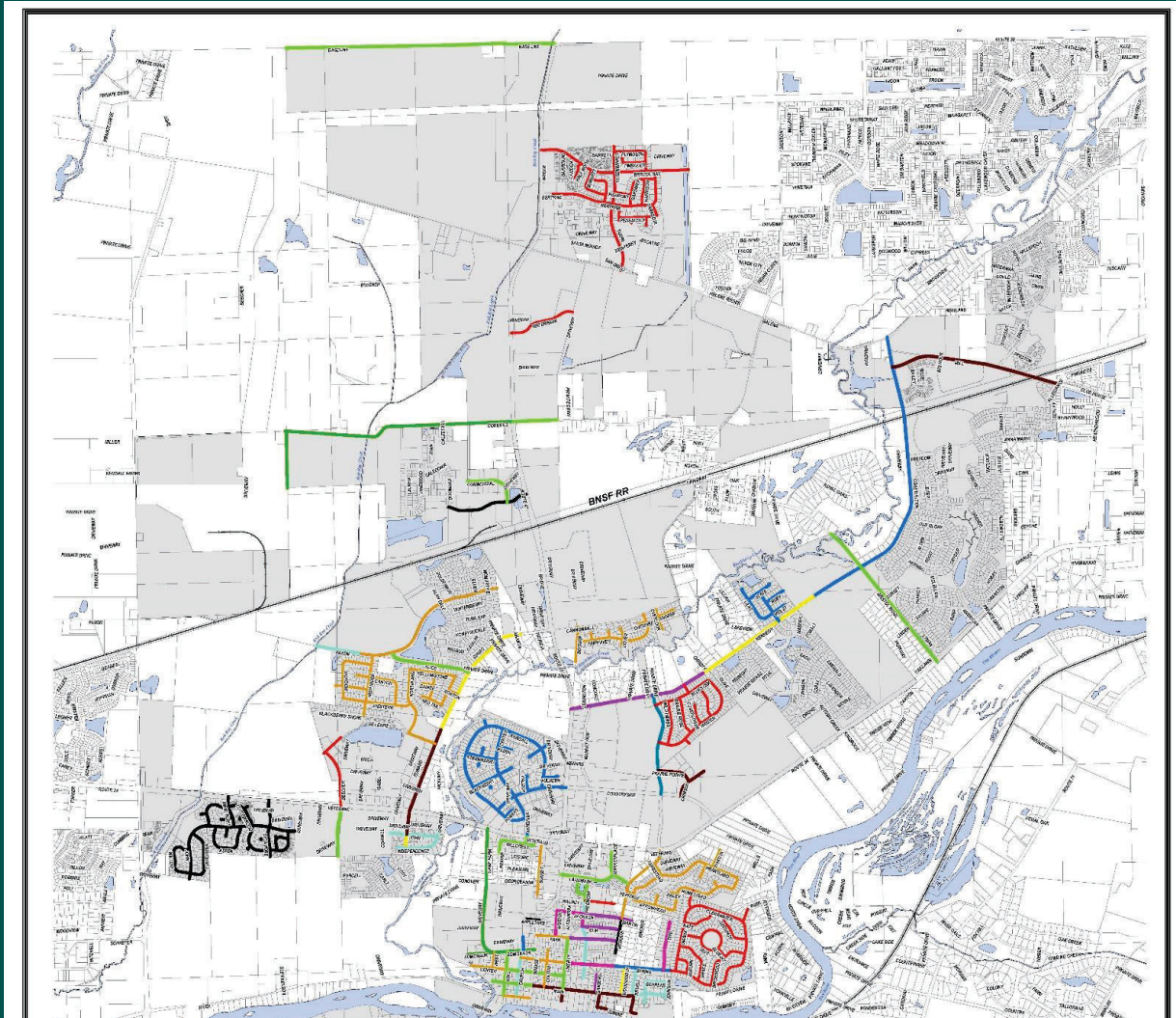
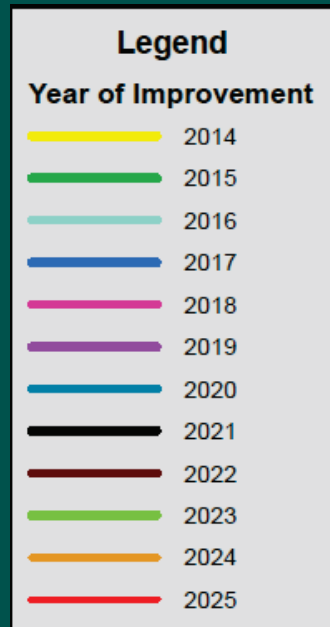
39.4
Miles
Resurfaced

\$105K/YR
Prev.
Maintenance

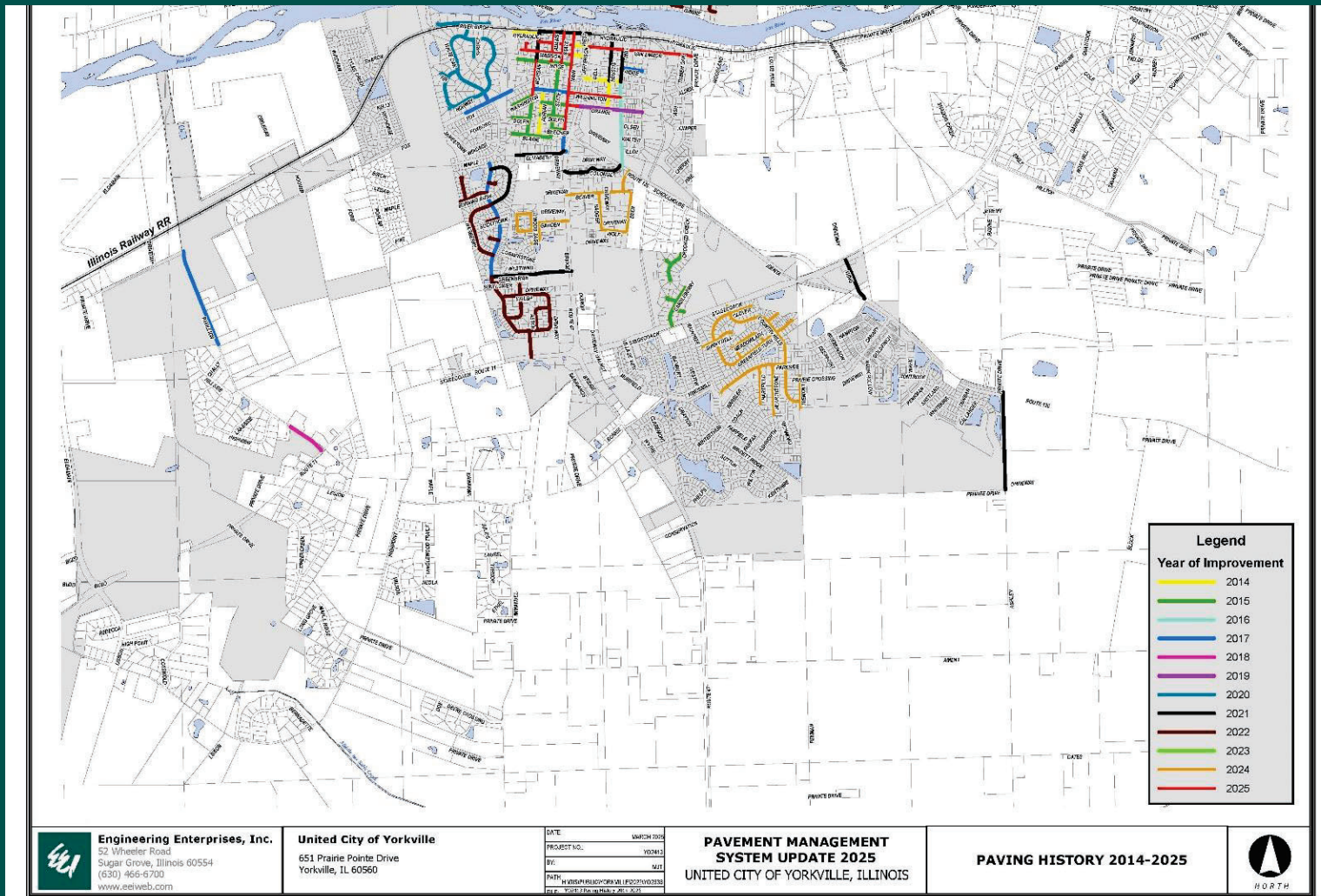
34.4%
City
Streets



Paving History Review (2014-2025)

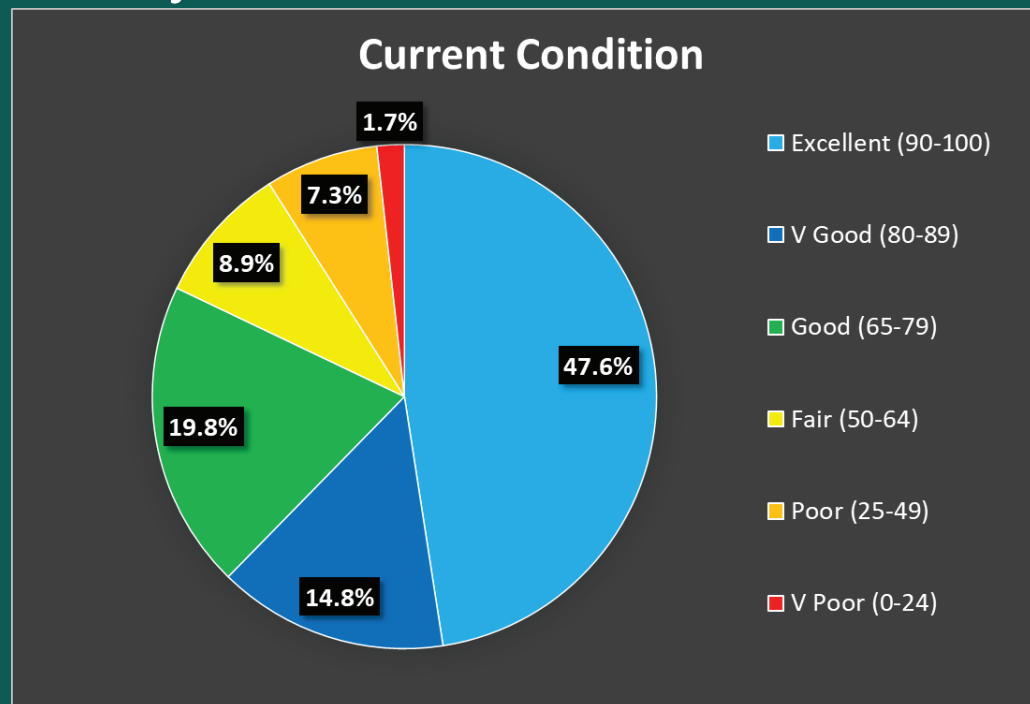


Paving History Review (2014-2025)



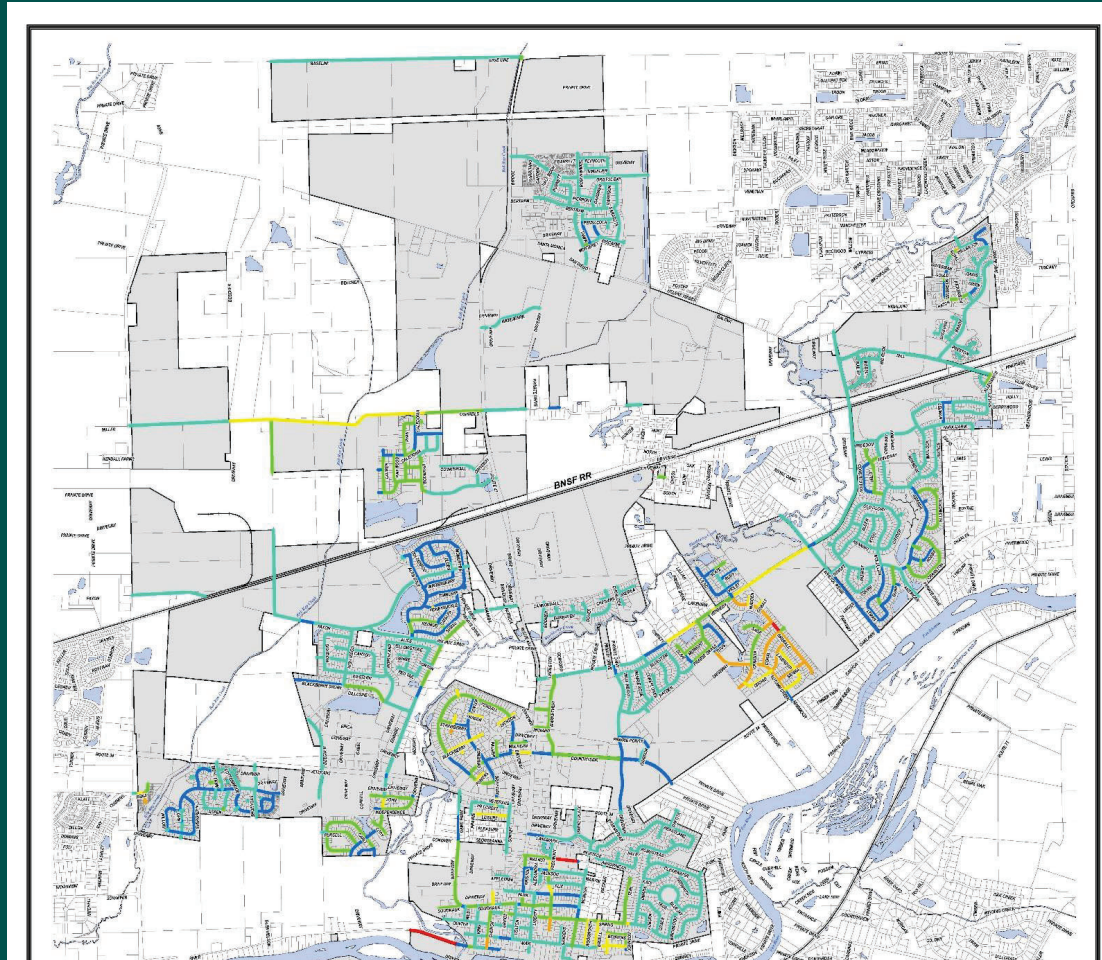
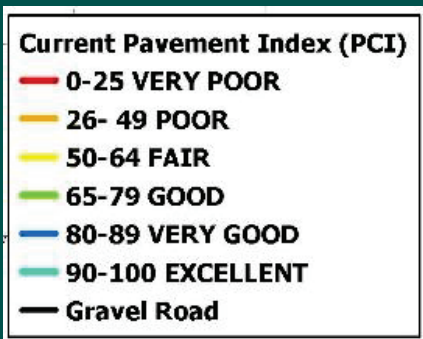
2025 Inspection Results

- 114.4 Miles of Roadway In the City were Tested
- Current Overall Rating of 81
- 82.2% of Roadways “Good or Better”, 17.8% “Fair or Worse”



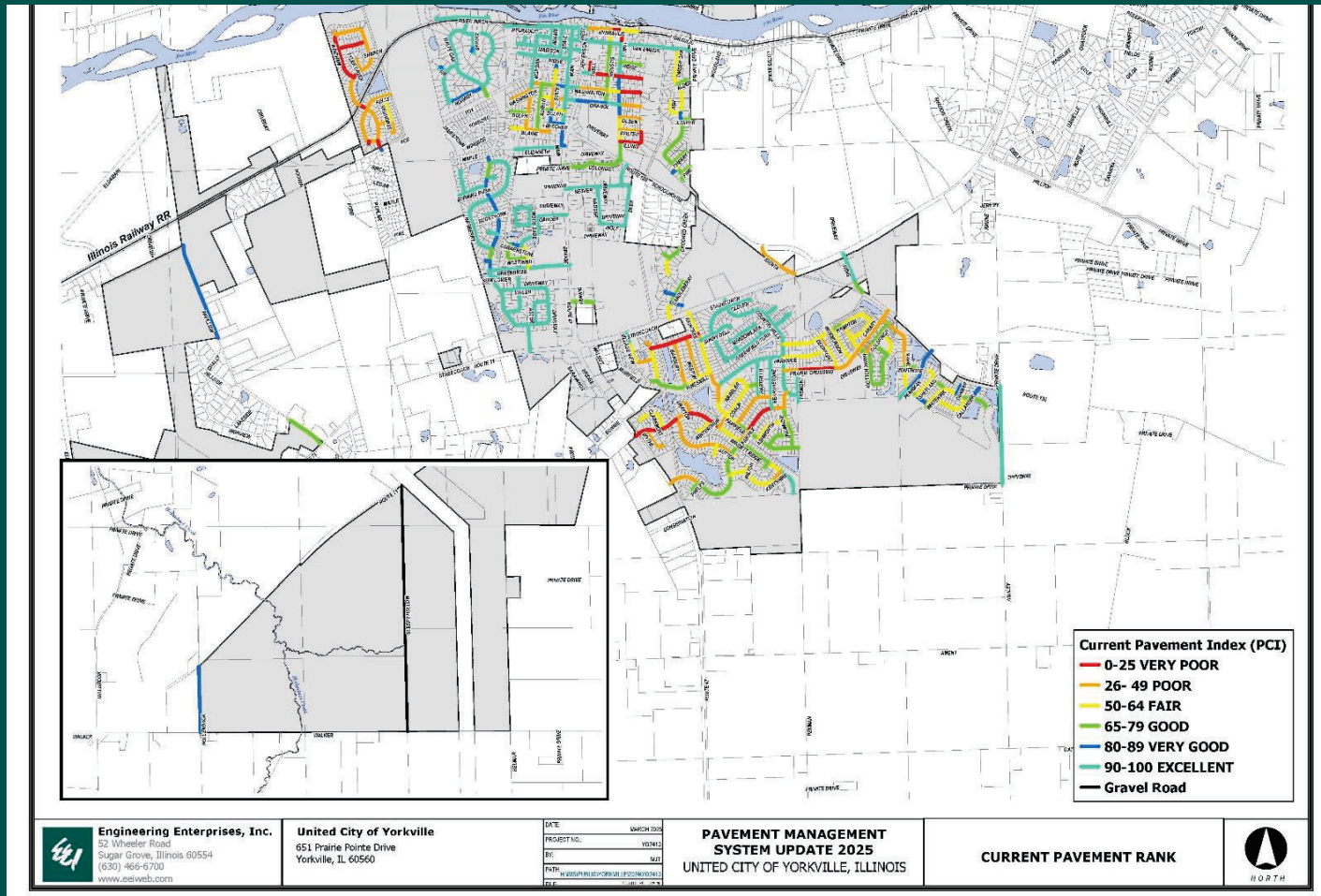
2025 Inspection Results

Future Overall Condition (Assuming 2025 Streets Are Completed)

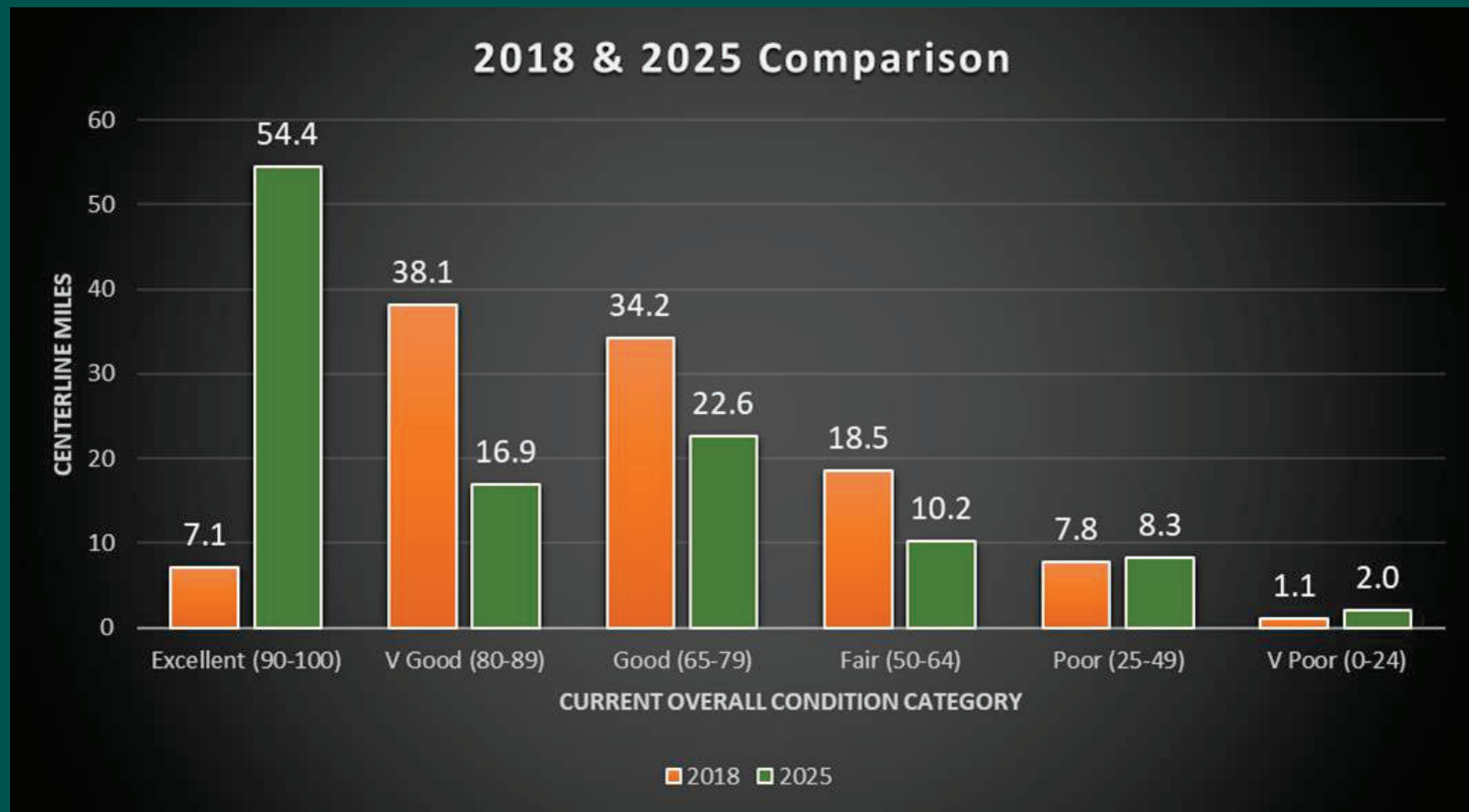


2025 Inspection Results

Future Overall Condition (Assuming 2025 Streets Are Completed)



2018 & 2025 Comparison



* 2018 Previous Pavement Condition Ranking = 76



Budget Analysis

Funding Scenarios

PAVEMENT MANAGEMENT SYSTEM UNITED CITY OF YORKVILLE, IL MARCH 2025												
Scenario No.	Scenario Description	Cost (millions)										
		Year 1	Year 2	Year 3	Year 4	Year 5	Total Spent	Average Spent	Current Rank (2025)	Future Rank (2030)	Miles Per Year	Resurfacing Cycle
1	Maintain Current Rank of 81	3.200	3.200	3.200	3.200	3.200	16.000	3.200	81	81	6.10	19
2	Proposed CIP Budget	4.987	3.995	1.630	1.630	1.630	13.872	2.774	81	79	5.28	22
3	15-Year Resurfacing Cycle	4.060	4.060	4.060	4.060	4.060	20.300	4.060	81	83	7.73	15
4	20-Year Resurfacing Cycle	3.000	3.000	3.000	3.000	3.000	15.000	3.000	81	80	5.71	20
5	CIP RTBR Budget Only	1.630	1.630	1.630	1.630	1.630	8.150	1.630	81	76	3.10	37

Budget Analysis

- Factors affecting future costs
 - Previous concrete work will reduce future costs per square yard
 - ADA compliant ramps do not need to be reconstructed
 - As the City approaches the start of the new paving cycle, roads may require thinner HMA overlays



Next Steps

Identify Target
Budget

1

Develop 5-Year Plan
for Committee
Review

2

3

Council Approval
of 5-Year Plan

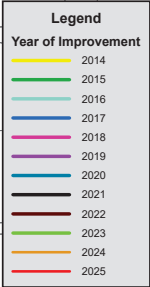
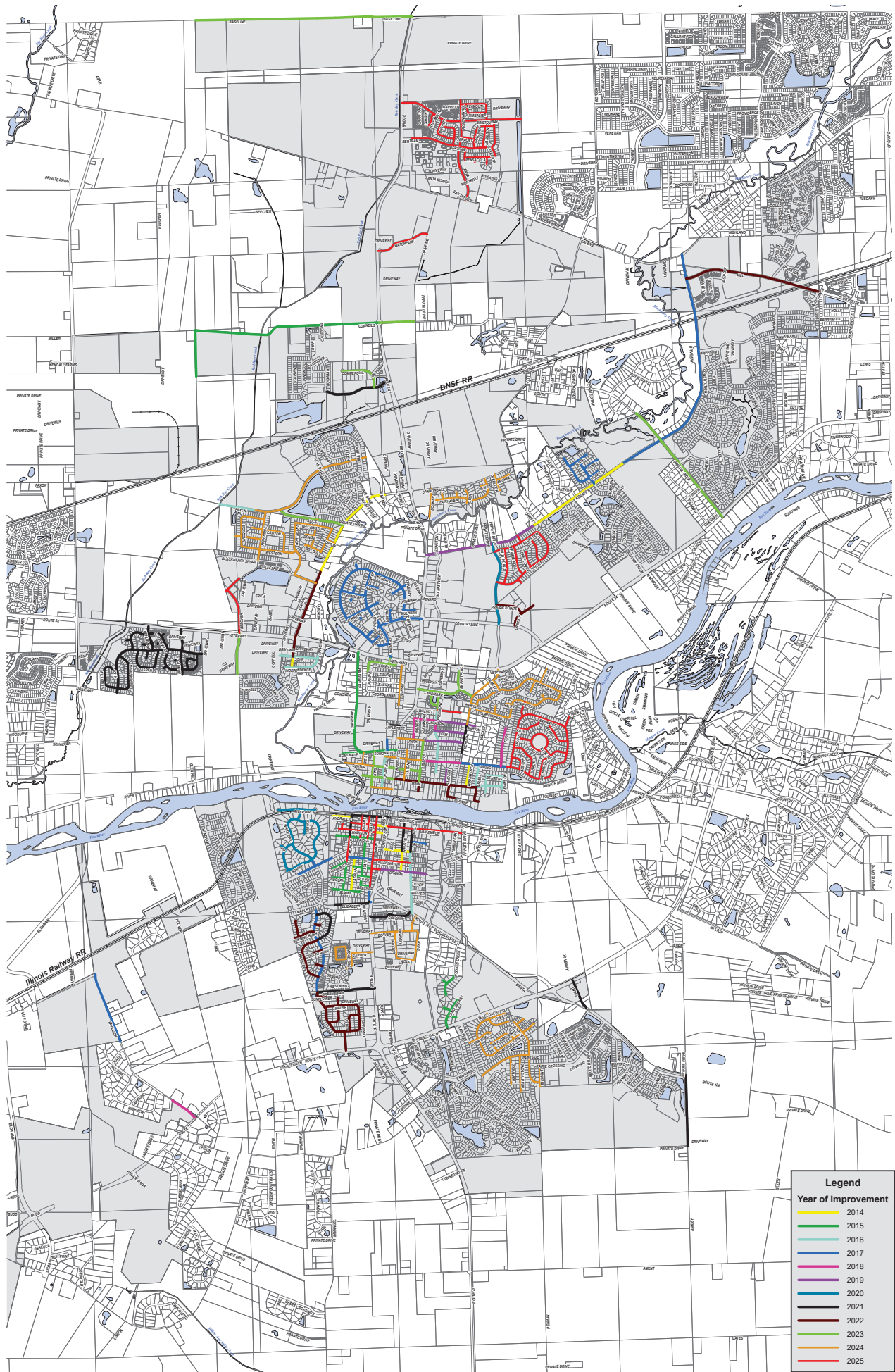
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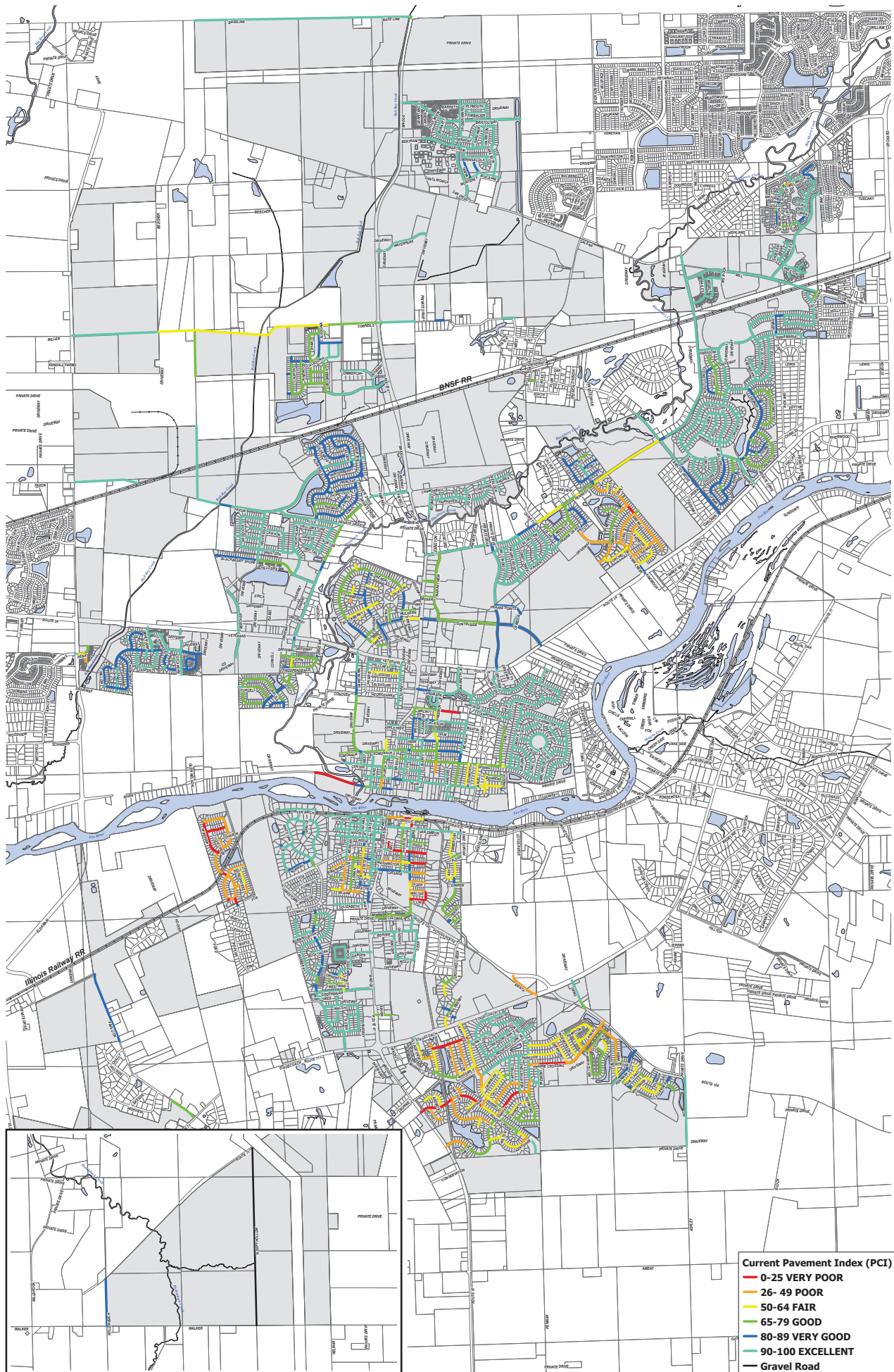
Begin 2026 Design





**Questions or
Comments?**





- Current Pavement Index (PCI)**
- 0-25 VERY POOR
 - 26- 49 POOR
 - 50-64 FAIR
 - 65-79 GOOD
 - 80-89 VERY GOOD
 - 90-100 EXCELLENT
 - Gravel Road



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

United City of Yorkville
 651 Prairie Pointe Drive
 Yorkville, IL 60550

DATE: MARCH 2024
 PROJECT NO.: YV0411
 BY: MJT
 CHECKED: A. GORPUB/CITY OF YORKVILLE
 TITLE: PAVEMENT MANAGEMENT

**PAVEMENT MANAGEMENT
 SYSTEM UPDATE 2025**
 UNITED CITY OF YORKVILLE, ILLINOIS

CURRENT PAVEMENT RANK





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

Agenda Item Number

New Business #15

Tracking Number

PW 2025-34

Agenda Item Summary Memo

Title: Water Revenue Study

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: A presentation will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

The presentation material was not complete at the time of packet creation. If it becomes available
prior to the Public Works meeting, it will be distributed via a supplemental packet, or
distributed at the meeting.



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 #16

Tracking Number

PW 2025-35

Agenda Item Summary Memo

Title: Southern Sanitary Sewer Connection – Change Order No. 1

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: March 12, 2025
Subject: Southern Sanitary Sewer Connection

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

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

Background:

The United City of Yorkville and Fischer Excavating, Inc. entered into an agreement for a Contract value of **\$826,384.00** for the above-referenced project. Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

Question Presented:

Should the City approve Change Order No. 1 (Remove Creek Crossing) which would **increase** the contract amount by \$88,682.00.

Discussion:

The IDNR now considers Rob Roy Creek biologically significant, and it would require extensive permitting that would require multiple months and add significant cost in order to cross the creek as originally intended. The original intention was via the open-cut method.

The Contractor now requires additional dewatering to bore and jack across Rob Roy Creek per the change order.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 1 (Remove Creek Crossing) in the amount of (\$88,682.00).

CHANGE ORDER

Order No. 1

Date: March 12, 2025

Agreement Date: January 17, 2025

NAME OF PROJECT: Southern Sanitary Sewer Connection

OWNER: United City of Yorkville

CONTRACTOR: Fischer Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) Removal of the Rob Roy Creek Crossing / Addition of the Bore and Jack at the creek
and additional dewatering
\$88,682.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 826,384.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 826,384.00

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

\$ 88,682.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 915,066.00

Justification:

- 1) IDNR considers Rob Roy Creek biologically significant and it would require extensive permitting that would require multiple months and add significant cost in order to cross the creek as originally intended. The Contractor requires additional dewatering to bore and jack across Rob Roy Creek per the change order.

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: Fischer Excavating, Inc.

Recommended by: Engineering Enterprises, Inc.

Accepted by: United City of Yorkville



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

Agenda Item Number

Old Business #1

Tracking Number

PW 2025-18

Agenda Item Summary Memo

Title: Northland Lane Parking Restrictions – Discussion

Meeting and Date: Public Works Committee – March 18, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk
James Jensen, Chief of Police
Date: March 11, 2025
Subject: Northland Lane Parking Restrictions

As requested, we investigated the possible adjustment of parking restrictions on Northland Lane adjacent to Cannonball Ridge Park from the west side of the street to the east side of the street.

According to the Illinois Department of Transportation's (IDOT) *Bureau of Local Roads and Streets (BLRS) Manual*, parking restrictions are established by the *Illinois Vehicle Code* (625 ILCS 5/11-1303). Parking is prohibited in the following locations:

- in front of a public or private driveway;
- within an intersection;
- on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- within 15 ft (4.6 m) of a fire hydrant;
- within 20 ft (6.1 m) of any crosswalk;
- within 30 ft (9.1 m) on the approach leg to any intersection with a flashing signal, stop sign, yield sign, or traffic control signal located at the side of the roadway;
- within 20 ft (6.1 m) of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 ft (22.9 m) of this type of entrance (when properly signed);
- within 50 ft (15.2 m) of the nearest rail of a highway/railroad crossing on bridges or within a highway tunnel; and
- in areas designated by local traffic and enforcement regulations (e.g., near school zones, loading zones, bus stops). See local ordinances for additional information on parking restrictions.
- between a safety zone and adjacent curb or within 30 ft (9.1 m) of points

According to Chapter 28 of IDOT's BLRS Manual, the available sight distance for vertical curves, horizontal curves, and intersections should all be considered in setting parking restrictions.

The existing parking restrictions on the west side of Northland Lane from Blackberry Shore Lane to Western Lane were implemented in 2014 (Ord. 2014-39, 8-26-2014). These restrictions, which are displayed in Exhibit 1, include several No Parking Signs bearing the text "THIS SIDE OF STREET." The signs are located between the curb and sidewalk facing southbound Northland Lane traffic. Several fire hydrants located on the west side would restrict parking if not already restricted by City Ordinance.

The existing parking restrictions on the east side of Northland Lane from Western Lane to Blackberry Shore Lane include six residential driveways, the unmarked crosswalk at Western Lane, and the unmarked crosswalk at Blackberry Shore Lane. The amount of usable parking on the east side of Northland Lane currently totals approximately 720 feet. This can accommodate roughly 30 passenger vehicles, assuming a 20-foot vehicle length and a 4-foot spacing between vehicles per the BLRS Manual.

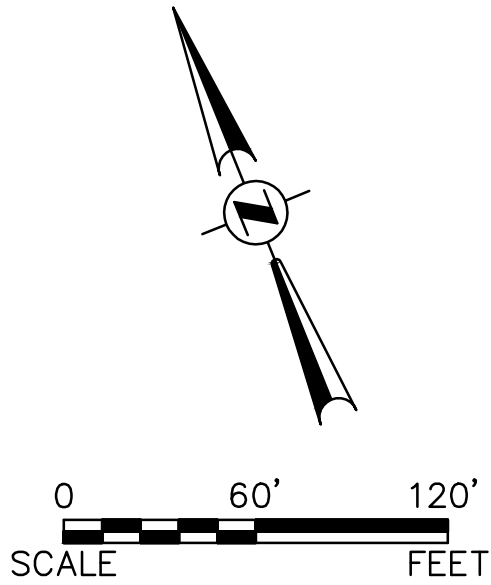
Keeping the no parking zone on the west side of Northland Lane and introducing the development of Heartland Meadows West is displayed in Exhibit 2. The proposed development creates new parking restrictions on the east side of Northland Lane that include three additional residential driveways and sight restrictions at the new T-intersection. Sight triangles for westbound vehicles exiting the Heartland Meadows West development would impact the amount of usable parking for vehicles northbound on Northland Lane. The amount of usable parking space from Western Lane to Blackberry Shore Lane would decrease to approximately 168 feet. This would accommodate roughly 7 passenger vehicles, assuming a 20-foot vehicle length and a 4-foot spacing between vehicles per the BLRS Manual.

The proposed Heartland Meadows West development and the adjustment of the no parking zone from the west side to the east side of Northland Lane is shown in Exhibit 3. Sight triangles for eastbound vehicles turning onto Northland Lane from Western Lane would impact the amount of usable parking for vehicles southbound on Northland Lane. Horizontal sight distance for vehicles travelling southbound around the curve on Northland Lane would also decrease the amount of usable parking on the west side. Considering these changes, the amount of usable parking on the west side of Northland Lane would total approximately 480 feet. This would accommodate roughly 20 passenger vehicles, assuming a 20-foot vehicle length and a 4-foot spacing between vehicles per the BLRS Manual.

The analysis is summarized in the table below:

	Existing No Parking Conditions	Existing No Parking Conditions with Heartland Meadows West Development	Proposed No Parking Conditions with Heartland Meadows West Development
Usable Parking Length	720 Feet	168 Feet	480 Feet
Usable Parking Spots (24' Space)	30 Passenger Vehicles	7 Passenger Vehicles	20 Passenger Vehicles

No Parking Exhibits



- LEGEND**
- EXISTING NO PARKING SIGN
 - EXISTING FIRE HYDRANT
 - EXISTING NO PARKING ZONE PER CITY ORDINANCE
 - EXISTING NO PARKING ZONE PER ILLINOIS VEHICLE CODE



Plotted: March 5, 2025 @ 3:42 PM By: Angela Driessen - Tab: Exhibit 1 Existing No Parking - 22x34

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

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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

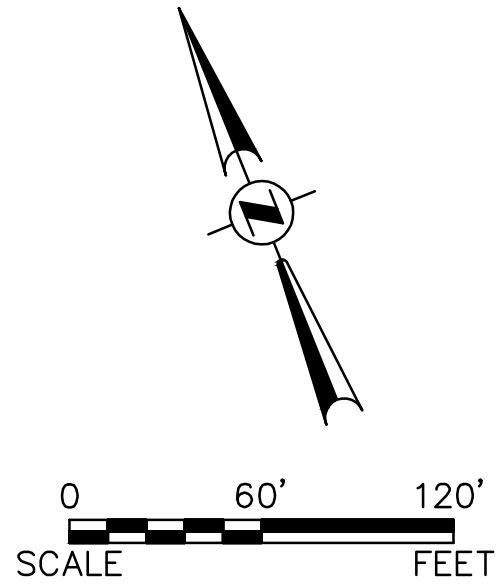
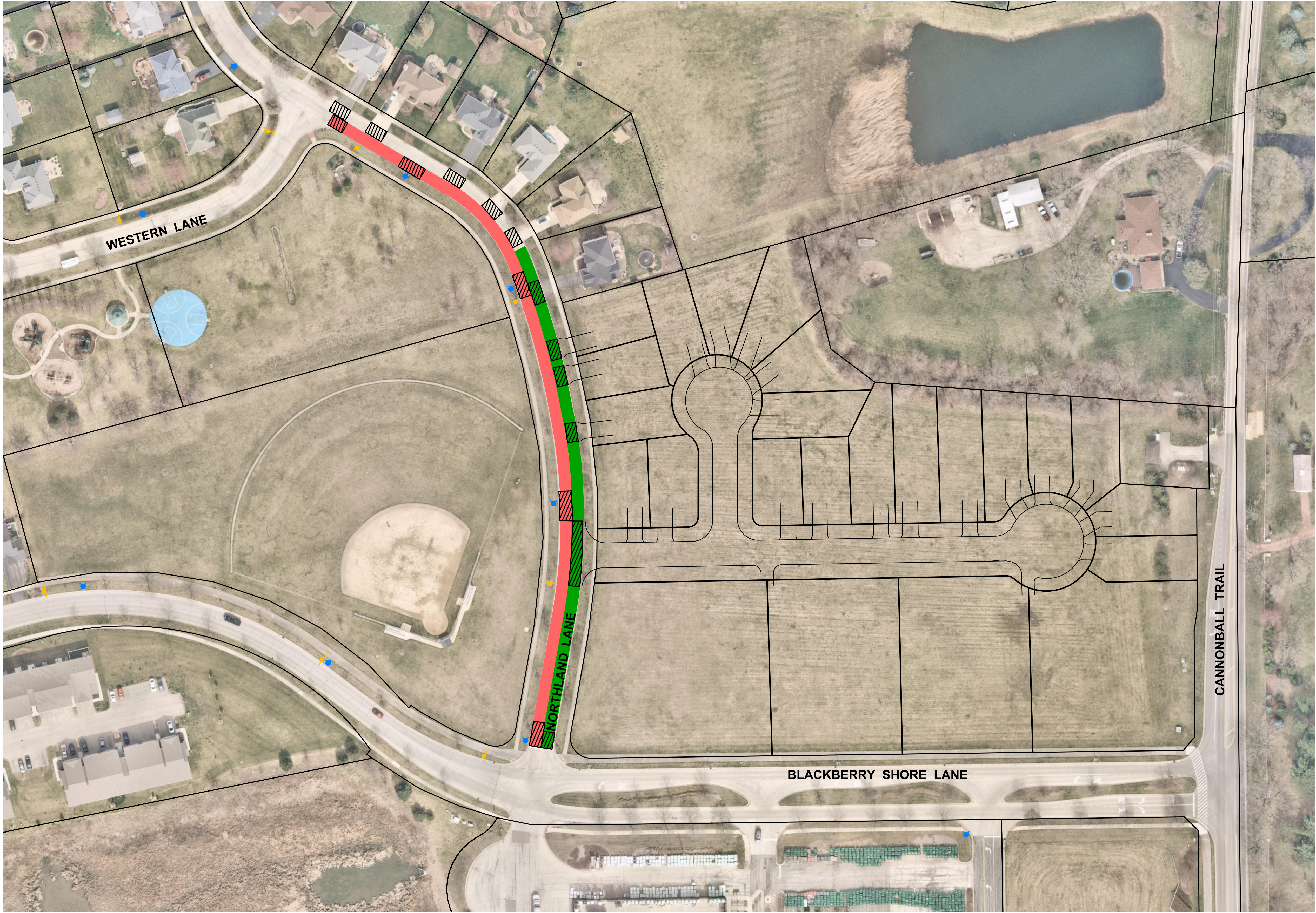
NO.	DATE	REVISIONS

NORTHLAND LANE
PARKING RESTRICTIONS

EXHIBIT 1
EXISTING NO PARKING
CONDITIONS

DATE: MARCH	2025
PROJECT NO:	Y02500
FILE:	Y02500-NOPARKING
SHEET	1 OF 3

PATH: Y:\SUSPROJ\Y0-YORKVILLE\2025\Y02500\SIGNS\Y02500-NOPARKING



- LEGEND**
- EXISTING NO PARKING SIGN
 - EXISTING FIRE HYDRANT
 - EXISTING NO PARKING ZONE PER CITY ORDINANCE
 - NO PARKING ZONE PER ILLINOIS VEHICLE CODE
 - ADVISED NO PARKING ZONE PER CLEAR SIGHT DISTANCE



Plotted: March 11, 2025 @ 9:19 AM By: Angela Driessen - Job: Exhibit 2 Proposed No Parking - 22x34

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KENDALL COUNTY, ILLINOIS

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scales to print size.

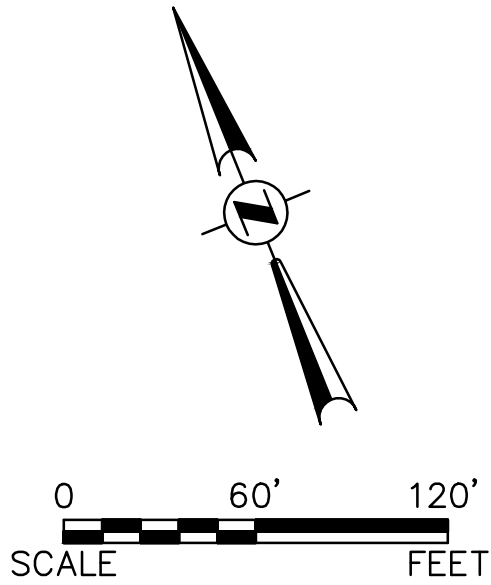
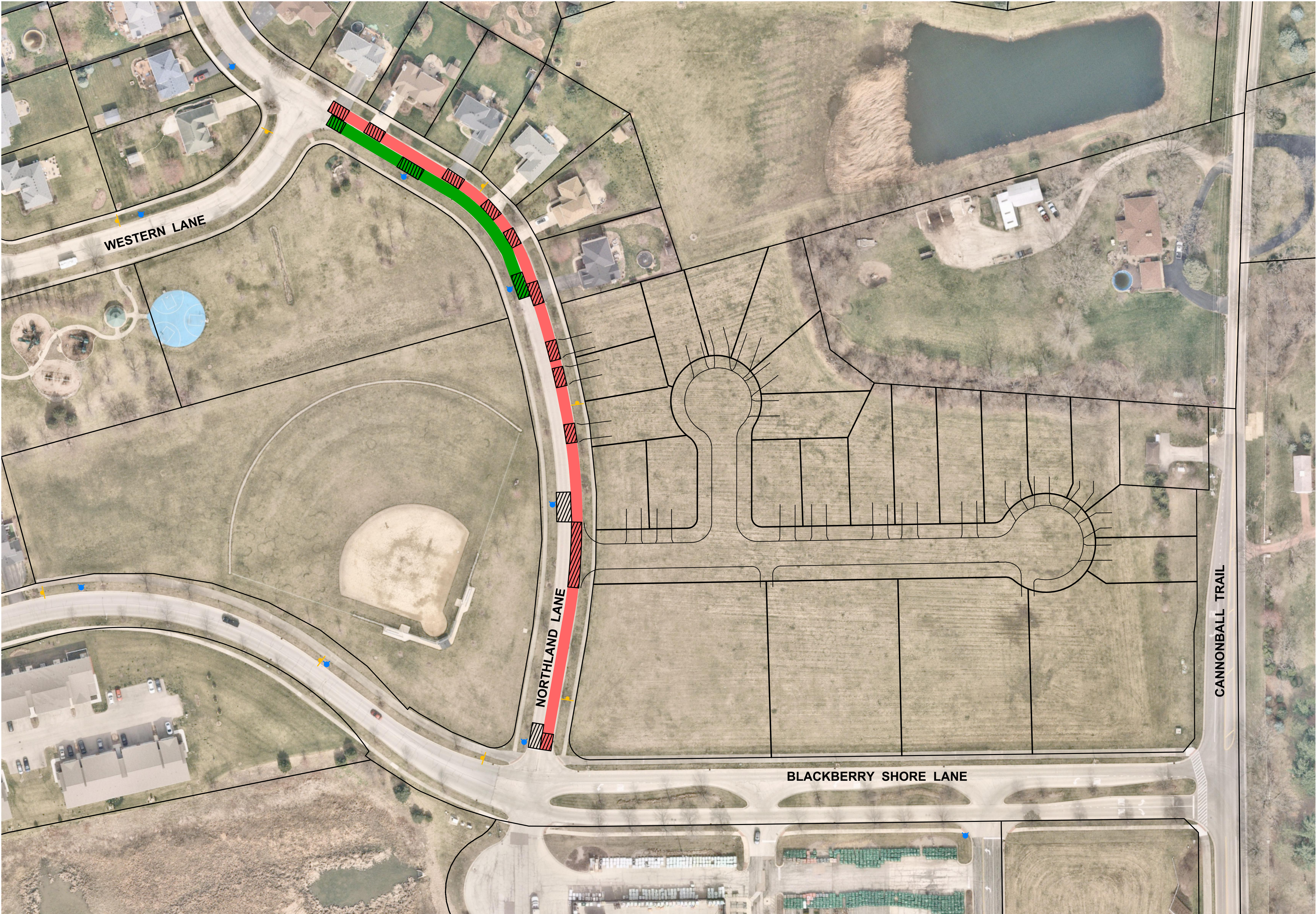
NO.	DATE	REVISIONS

NORTHLAND LANE
PARKING RESTRICTIONS

EXHIBIT 2 - EXISTING NO PARKING
CONDITIONS WITH HEARTLAND
MEADOWS WEST DEVELOPMENT

DATE:	MARCH	2025
PROJECT NO:	Y02500	
FILE:	Y02500-NOPARKING	
SHEET	2	OF 3

PATH: Y:\SUSPROJ\Y0 - YORKVILLE\2025\Y02500\SIGNS\Y02500-NOPARKING



- LEGEND**
- NO PARKING SIGN
 - EXISTING FIRE HYDRANT
 - NO PARKING ZONE PER CITY ORDINANCE
 - NO PARKING ZONE PER ILLINOIS VEHICLE CODE
 - ADVISED NO PARKING ZONE PER CLEAR SIGHT DISTANCE



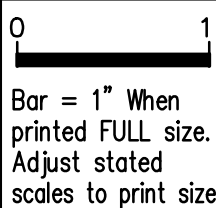
Plotted: March 11, 2025 @ 9:21 AM By: Angela Driessen - Job: Exhibit 3 Proposed No Parking

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Sugar Grove, Illinois 60554
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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS



NO.	DATE	REVISIONS

**NORTHLAND LANE
PARKING RESTRICTIONS**

**EXHIBIT 3 - PROPOSED NO PARKING
CONDITIONS WITH HEARTLAND
MEADOWS WEST DEVELOPMENT**

DATE:	MARCH	2025
PROJECT NO:	Y02500	
FILE:	Y02500-NPEXHIBIT3	
SHEET	3	OF 3

Path: Y:\SubArea\YORKVILLE\2025\Y02500\SIGNS\Y02500-NPEXHIBIT3



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

Old Business #2

Tracking Number

PW 2025-19

Agenda Item Summary Memo

Title: Cannonball Trail Share Use Path Feasibility Study – Preliminary Engineering

Meeting and Date: Public Works Committee – March 18, 2025

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: March 13, 2025
Subject: Cannonball Trail Shared Use Path – Feasibility Study

Summary

Consideration of a feasibility study with EEI for a Cannonball Trail Shared Use Path.

Background

This item was discussed by the Public Works Committee at the February 2025 meeting. At that meeting, the Committee asked the staff to prepare an engineering or feasibility study to better refine a ~\$1m back-of-napkin cost estimate for a Cannonball Trail shared use path between Kendall Marketplace and Route 47. Since that meeting, EEI has prepared the attached preliminary engineering agreement.

The agreement is for a \$19,984 estimate to be based on hourly rates and time spent on the project. While this dollar value is within staff authority, we are seeking feedback from the Committee about proceeding with the study given the comments at last month's meeting, the relative priority of this project to other trails/paths, and our ability to fund the project in the near term. The agreement is not a traditional design engineering contract, as we will not be able to take the end products straight to bid; the deliverables at the end of the study will be some conceptual drawings and preliminary cost estimates.

Recommendation

Staff is requesting direction on proceeding with the feasibility study.

Resolution No. 2025-_____

**RESOLUTION OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS APPROVING AN ENGINEERING
AGREEMENT WITH ENGINEERING ENTERPRISES, INC.**

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

WHEREAS, the City's Public Works Department plans provide preliminary engineering for the feasibility of providing a shared use path to connect Cannonball Trail to Route 47 (the "Project"); and

WHEREAS, completion of the Project will require engineering services conducted by an outside engineering firm; and

WHEREAS, Engineering Enterprises, Inc., of Sugar Grove, Illinois ("EEI"), has prepared an agreement between EEI and the City for engineering services related to the Project (the "Agreement"), said Agreement being attached hereto as *Exhibit A*; and

WHEREAS, EEI has provided engineering services for various projects completed by the City, and the City administration has found that EEI is a qualified and experienced engineering firm; and

WHEREAS, the City administration recommends approval of the Agreement.

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a *Cannonball*

Trail Shared Use Path – Feasibility Study – United City of Yorkville, Professional Services Agreement – Preliminary Engineering, attached hereto as Exhibit A.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2025.

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. 2025.

MAYOR

Attest:

City Clerk