



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, June 17, 2025

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: May 20, 2025

New Business:

1. PW 2025-61 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Countryside Lift Station Improvements – Design Engineering)
2. PW 2025-62 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Stormwater Basin Inspections)
3. PW 2025-63 Resolution Approving a Change Order Relating to the Eldamain Water Main Loop – South
4. PW 2025-64 Resolution Approving the Release of a Performance Guarantee Bond Related to Ashley Pointe (Prestwick) Subdivision

Old Business:

1. PW 2025-50 Resolution Approving a Bid to Construct a 1,500,000 Gallon Standpipe, Related Water Mains, and Other Site Improvements (South Receiving Station Standpipe)
2. PW 2025-51 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (South Receiving Station Standpipe – Construction)

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, June 17, 2025
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. May 20, 2025

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

NEW BUSINESS:

1. PW 2025-61 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(Countryside Lift Station Improvements – Design Engineering)

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

2. PW 2025-62 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2025 Stormwater Basin Inspections)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2025-63 Resolution Approving a Change Order Relating to the Eldamain Water Main Loop – South

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2025-64 Resolution Approving the Release of a Performance Guarantee Bond Related to
Ashley Pointe (Prestwick) Subdivision

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. PW 2025-50 Resolution Approving a Bid to Construct a 1,500,000 Gallon Standpipe, Related Water Mains, and Other Site Improvements (South Receiving Station Standpipe)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

-
2. PW 2025-51 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (South Receiving Station Standpipe – Construction)

☐ 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 – May 20, 2025

Meeting and Date: Public Works Committee – June 17, 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, May 20, 2025, 6:00pm
Yorkville City Hall, East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL**

IN ATTENDANCE:

Committee Members

Chairman Craig Soling
Alderman Rusty Corneils

Alderman Dan Transier
Alderman Joe Plocher

Other City Officials

Erin Willrett, Assistant City Administrator
Engineer Brad Sanderson, EEI
Alderman Matt Marek

Public Works Director Eric Dhuse
Assistant Public Works Director John Sleezer
Alderman Chris Funkhouser

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Craig Soling.

Citizen Comments: None

Previous Meeting Minutes: April 15, 2025

The minutes were approved as presented.

New Business:

1. PW 2025-45 Quarterly Bond and Letter of Credit Reduction Summary

Mr. Sanderson said this is a standard summary with 2 action items, one for Grande Reserve Unit 4 and the other for Timber Ridge Estates. This is for info.

2. PW 2025-46 Capital Improvement Projects Update

A couple of the many projects were highlighted by Mr. Sanderson. One was the Eldamain water main loop and the southern sanitary connection project, both under construction for Cyrus 1. It should be finished by the end of June. Also, the local road program has had concrete work done in Heartland--Bristol Bay will begin after that. New surface has also been completed on Van Emmon by D Construction. Alderman Corneils asked about the land acquisition at Kennedy Road and Freedom Place. Mr. Sanderson said there is some movement on this and the right-of-way has been staked. Mr. Corneils also asked about the sidewalk replacement in Countryside and if any landscaping will be done. That work should be done in the next couple weeks.

3. PW 2025-47 Traffic Studies

Mr. Dhuse said a couple traffic studies were done as a result of an accident and from a resident request. The first study was on Somonauk and Spring from McHugh to Colton. The outcome was a recommendation to change from a yield sign to a stop sign at Liberty and Somonauk St. Other signage and stop bars will be placed. Increased traffic is seen on Somonauk to bypass Rt. 34 and 47. There are over 2,000 cars on Somonauk and Spring. The other area was Grande Trail and Constitution near the school. A stop sign will be added near the school. Also, a stop sign will be placed at Berrywood and Lehman with Berrywood being the through street. Four residents requested this study. This moves to the consent agenda.

4. PW 2025-48 Resolution Approving the Release of a Performance Guarantee Bond Related to Grande Reserve Unit 8

Mr. Sanderson said this is the final step for the acceptance process. One year ago the city accepted the improvements and a 1-year warranty period follows. All punchlist items have now been completed and he recommended full release. This moves to the consent agenda.

5. PW 2025-49 Resolution Approving a Change Order Relating to the Bluestem Water Main Replacement Project

The contract was awarded a few months ago and was for the Lake Michigan water project. An 8-inch water main needed to be replaced by a 16 inch main. It was found that GIS information was incorrect and further investigation was done by Mr. Dhuse's staff. They discovered that one more block needed to be included in this project at an increase of \$177,000 for a total of \$642,000. Alderman Corneils asked what prompted further investigation by Public Works. Mr. Dhuse replied they were checking valves prior to shutdown and found there were smaller valves than what was needed. No further changes are anticipated and this moves to the regular agenda.

6. PW 2025-50 South Receiving Station Standpipe – Contract Award

Mr. Sanderson said this is a Lake Michigan related project. There are 2 receiving stations being constructed, one by Grande Reserve and the other along Rt. 126 at Restore Church. At the southern station, additional storage is needed and it was determined long ago that a standpipe was the appropriate solution. Two bids were expected and he noted there are a limited number of tank companies for this volume. In the end, CBI was the only bidder at a cost of \$6.6 million, about \$700,000 above the budgeted amount. Staff reached out to the other expected bidder, Caldwell, who said they did not bid due to the soils being difficult prompting a more intense foundation, and also the 19 other bidding processes in which they are involved.

CBI was also contacted about the substantial increase in their prices. They cited a steel increase, foundation issue will add to cost along with a 80 pilings needed, it is a complex project with multiple contractors, there is also the DWC metering station at this site, a long warranty and high volume of tanks. Mr. Sanderson said CBI also asked if they could delay the completion date until 2028, which the city cannot. He outlined the options for the committee saying the city could move forward with the project with the cost increase of \$700,000, delay the decision until next month and try to bring down costs, or, all bids could be rejected. However, to reject the bids would not be a viable option due to higher costs and jeopardizing the schedule. Also, he said the city does not own the property near the church as of yet, though the church has agreed to a price. A meeting is scheduled soon with the land acquisition specialist to complete the sale.

The Alderman had several questions regarding the contract. Cost of the pylons was discussed and thought to be about \$200,000. Soil borings were done with no detectable issues. The style and heavier foundation is the reason for the cost and not unusual according to Mr. Sanderson. Alderman Funkhouser said he would not object to delaying the decision a month for more feedback and he doesn't feel much re-negotiation would be gained. Alderman Corneils asked what the savings would be with the value engineering option. Mr. Sanderson felt it would be \$50,000 to \$150,000. Changing sites is not an option either and would push the project back 1-2 years. Alderman Soling asked if the foundation issues stem from the standpipe vs. a tank. Mr. Sanderson said a spheroid would likely be more money. Alderman Transier asked if CBI has given a reason for using the pilings vs. the mat foundation. The company has been asked, however, not given an answer. It was decided that if answers about the foundation are received soon, this matter will be forwarded on to City Council and if no answers, then back to committee in June.

7. PW 2025-51 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (South Receiving Station Standpipe - Construction)

The committee decided this item will follow item #6.

8. PW 2025-52 2025 Road to Better Roads Program – Contract Award

Mr. Sanderson said there was good competition on the roadway bids. This second portion of Road to Better Roads portion will use MFT funds and likely start in July, finishing at year end. D Construction is the low bidder at over \$1 million and under the estimate. There is a map in the packet for the work north of city hall, Beecher and Water Park Way. Concrete patching will be done as well. He recommended awarding the bid to D Construction.

Alderman Soling asked that D Construction not allow oil to leak all over the street similar to what occurred in Conover. Mr. Dhuse said the contracts have tightened due to past incidents. Alderman Funkhouser asked if Prairie Meadows had been accepted. It has been accepted and buckling has occurred. Expansion panels have been added and joints were cut to prevent this. If “D” is not meeting expectations, Alderman Corneils asked if another contractor could be used. With MFT and state-related projects it is more difficult due to MFT. Mr. Sanderson said you have to build a record of deficiencies and speak with IDOT if you are not awarding to the low bidder. Alderman Corneils asked if there is enough evidence for that, however, there is not enough now. Mr. Sanderson it could be documented and then reach out to IDOT to see what they require. It might incentivize “D” to improve. Mr. Sleezer said he and Mr. Dhuse will be on site each day along with EEI personnel. If deadlines are not met, liquidated damages can be pursued, said Mr. Dhuse. This moves to the regular agenda.

9. PW 2025-53 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2025 Road to Better Roads Program – Construction Engineering)

This is a standard agreement with EEI and extends one year beyond the contract duration. The cost is \$114,950 and \$120,000 was budgeted. This moves to the regular agenda.

10. PW 2025-54 Faxon Road and Beecher Road Reconstruction – Contract Award

This is related to Cyrus 1 and they are funding. There were several bidders and D Construction had the lowest bid and below estimate and \$1.4 million budget. It is a full reconstruction. Right-of-way needs to be acquired and the project is contingent upon that. Staff has met with owners and their signatures are required. They also briefly discussed the improvements to Beecher. This will move to the consent agenda.

11. PW 2025-55 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (Faxon Road and Beecher Road Reconstruction – Construction Engineering)

Cyrus 1 will be paying for this project and the cost is \$199,944. With committee approval this moves to the consent agenda.

12. PW 2025-56 Resolution Approving a Second Change Order Relating to the Southern Sanitary Sewer Connection

This change order is related to Cyrus 1 and is the sanitary sewer being extended along the train tracks. The original plan called for a 20-inch steel casing under the creek, but during construction many boulders were found and they tried to remove them without success. It was decided it would be more effective to change the casing size to 30-inch pipe. Cyrus 1 approved and will pay 100% of that cost. The Change Order is for \$85,000 + and Mr. Sanderson recommended approval. This moves to the consent agenda.

13. PW 2025-57 BNSF Railway Company License Agreements

a. Southern Sanitary Sewer Connection

b. Eldamain Water Main Loop South

Mr. Sanderson explained this is the license agreement related to utility projects for Cyrus 1. Any time a railroad is crossed, these agreements must be signed. They were reviewed by the attorney and the license fee is \$3,700 per crossing, which Cyrus pays. He recommended acceptance and this moves to the consent agenda.

14. PW 2025-58 Resolution Approving a Change Order Relating to Well No. 9 Emergency Repairs

This is a balancing Change Order, said Mr. Dhuse. The estimate of \$156,000 was exceeded in the time and materials and a problem with the threads on the well pipe was also found. That resulted in a \$19,000 increase,

however, the overall cost was still below the \$375,000 budget. He said the preventative maintenance should be good for another 10-12 years. This moves to the consent agenda.

15. PW 2025-59 Resolution Authorizing the Purchase of a Replacement Generator for the Blackberry North Lift Station, in an Amount not to Exceed \$73,464

This original portable generator was provided by the original developer in 1995 and needs to be replaced. Parts are no longer available, Mr. Dhuse said. A Caterpillar generator was chosen and is \$73,464, below the budget amount of \$100,000. This requires a super majority since it is sole source and moves to the regular agenda.

16. PW 2025-60 Weight Restrictions on Neighborhood Roads – Cannonball Estates and Kylyn's Ridge Subdivisions

Director Dhuse said he is providing suggestions for sign placements and possible restrictions. Alderman Funkhouser asked about the 8 tons and “local traffic only”. Mr. Dhuse explained the rules pertaining to trucks and deliveries, etc. Enforcement is done by the police and it was noted that enforcement officers recognize trucks that are over 8 tons. Trucks were seen going to the lettuce farm and drivers are being instructed to not use the restricted roads or residential neighborhoods. It will take about 2 weeks to receive the signs. There are certified scales at Gas N Wash. The committee discussed examples of weights. If these suggestions are approved, signs will be installed in about 3-4 weeks. Mr. Funkhouser also noted a “no parking” sign near Northland and Blackberry Shores has not been installed yet after discussion last year. This moves to the consent agenda.

Old Business:

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

This was brought back from last month's meeting. Alderman Funkhouser suggested a conversation with Parks & Rec to manage the parking incurred from the travel team who does pay a usage fee. If the parking was modified as discussed, the cost would be \$430,000. This will be sent to the Park Board for further discussion.

2. PW 2025-33 Pavement Management Study – 5 Year Plan

Engineer Sanderson said this came from the March committee meeting where the results of the study were presented. It was requested that a 5-year plan be compiled. Several exhibits for the 5-year plan were included in the agenda packet and the budget is \$3.5 million. The Kendall County Council of Mayors will be selecting new projects toward the end of the year. He said there are some potential projects which will be announced at year end including some of the streets that will be damaged by water pipe replacement. In 2026, areas of concentration will be south of the river, Rivers Edge and Raintree. A general consensus is needed for this. An engineering agreement will be brought forth in August or September. He also said concrete patching needs to be continually budgeted and crack sealing and rejuvenation is also necessary. Alderman Funkhouser noted that he was very pleased with all that has been accomplished since 2012. This moves to the regular agenda.

Additional Business:

Alderman Funkhouser asked about rejuvenation and if restriping or cleaning stop bars will be done. He said the issues are with ADA ramps, some of which were replaced and grinding of the panels is needed. He also asked about last years' road program and curb replacement, and if punchlist items are still being done. There is some bond left per Mr. Dhuse.

There was no further business and the meeting adjourned at 7:05pm.

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 2025-61

Agenda Item Summary Memo

Title: Countryside Lift Station Design Engineering Agreement

Meeting and Date: Public Works Committee – June 17, 2025

Synopsis: Design engineering proposal for the rehab of countryside lift station

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: June 3, 2025
Subject: Countryside Lift Station Design Engineering Contract

Summary

A proposed design engineering contract from EEI for the rehabilitation of the Countryside Lift Station.

Background

The countryside lift station was put into service 20 years ago, in 2005. Since that time, we have performed all necessary maintenance and preventative maintenance, but there comes a time when an overhaul is needed. This is especially true when dealing with an environment such as a lift station that handles thousands of gallons of sewage per day, every day, nonstop for 20 years.

This rehab is focusing on the following areas:

1. Discharge piping repair or replacement with recoating. The corrosive environment has eaten away at the protective coating and piping.
2. Replace the pump access hatches with aluminum hatches with fall protection. Currently there are metal grates that are becoming corroded.
3. Install new gas meters in the pump control room and wet well area. Integrate gas detection into the SCADA system.
4. Install piping for vac truck to hook to to clean wet wells.
5. Clean and rehab the interior sump area
6. Repair or replace pump motors and mounting flanges.
7. Install a dehumidifier in the wet well area.

EEI is proposing a flat fee contract of \$55,738 and direct expenses of \$14,600 for a total contract amount of \$70,388. This is to perform the research, put together a project manual, design, permit with the IEPA, and bid the project out.

Recommendation

Staff recommends approval of this contract with EEI in an amount not to exceed \$70,388.

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 conduct certain improvements to the Countryside Lift Station (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 *Countryside Lift Station Improvements, 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 _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

City Clerk

***Countryside Lift Station Improvements
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 the lift station indicated in 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 Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$58,414. Direct Expenses are estimated at \$16,100. The total contract amount is **\$74,514**. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. 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 Village. The Village 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 Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village 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) 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:** Estimate of Level of Effort and Associated Cost
- Attachment D:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2025 Standard Schedule of Charges



L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Director of Marketing & 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.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**Countryside Lift Station Improvements
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

The United City of Yorkville plans to improve its Countryside Lift Station facilities. The improvements will include replacing the discharge header piping, valves, flowmeters, submersible pumps, and pump access hatches. Additionally, there will be rehabilitation of the wet well sump areas, ventilation improvements, installation of new gas detection meters, vector piping, and a new dehumidifier in the wet well area.

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

DESIGN ENGINEERING

2.1 Project Administration

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with Sub-Consultants (Archer Consulting Engineers & Hutter Trankina Engineering)
- QC/QA of Final Plans, Specifications and Estimates

2.2 Project Meetings and Site Visits

- Attend One (1) Project Initiation Meeting and One (1) Design Review Meeting
- Conduct Two (2) Site Visits of Lift Station – One (1) After Project Initiation Meeting and One (1) with Sub-Consultants

2.3 Design and Preparation of 50% Design Submittal

- Preparation of 50% of Design Submittal (Project Manual and Drawings)
- Coordination with Sub-Consultants and Equipment Manufacturers
- Preparation of Engineer's Opinion of Probable Construction Cost
- Addressing City Review Comments on 50% Design Submittal

2.4 IEPA Construction Permit Coordination

- Prepare IEPA Construction Permit Application and Acquire Permit
- Address IEPA Review Comments

2.5 Preparation of 100% Design Submittal

- Preparation of 100% of Design Submittal (Project Manual and Drawings) for Bidding
- Additional Coordination with Sub-Consultants and Equipment Manufacturers
- Addressing City Review Comments on 100% Design Submittal

2.6 Bidding and Contracting

- Preparation of Advertisement for Bids
- Attend Pre-Bid Meeting and Lead Site Tour
- Respond of Bidding Inquiries
- Maintain Bidder List, Coordinate Addenda and Distribution
- Attend Bid Opening, Review Bids, and Prepare Bid Tabulation and Recommendation of Award
- Facilitate Execution of Contract Documents with Contractor and Village



The following scope of services will be provided by EEI's subconsultants Archer Consulting Engineers & Hutter Trankina Engineering:

- Archer Consulting Engineers - Electrical Design, Plans and Specifications
- Hutter Trankina Engineering - Structural Design, Plans, and Specifications

EXCLUSIONS:

- Easement Negotiations
- Preparation of Easement Agreements
- Right-Of-Way Negotiations and Appraisals
- Construction Engineering Services
- Design Phase Geotechnical Engineering or CCDD Coordination
- Preliminary Environmental Site Assessment (PESA)
- Archeological Surveys
- Obtain IEPA Operating Permit
- Environmental Surveys including but not limited to Tree Surveys
- No Allowance for Public Involvement or Public Meetings

The above scope for "Countryside Lift Station" 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				YO2443-P	
PROJ United City of Yorkville				DATE	PREPARED BY
Countryside Lift Station Improvements				5/22/25	KEP

TASK NO.	TASK DESCRIPTION	ROLE RATE	PIC \$251	PM \$218	PE \$175	SPS II \$182	CAD TECH \$171	ADMIN \$70	HOURS	COST
DESIGN ENGINEERING										
2.1	Project Administration		2	6					8	\$ 1,810
2.2	Project Meetings and Site Visits			8	8				16	\$ 3,144
2.3	Design and Preparation of 50% Design Submittal		2	36	82		48		168	\$ 30,908
2.4	IEPA Construction Permit Coordination			10	12				22	\$ 4,280
2.5	Preparation of 100% Design Submittal		2	16	28		24		70	\$ 12,994
2.6	Bidding and Contracting		2	6	12		8		28	\$ 5,278
Design Engineering Subtotal:			8	82	142	-	80	-	312	\$ 58,414
PROJECT TOTAL: 8 82 142 - 80 - 312 \$ 58,414										

NOTES:

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

DIRECT EXPENSES

Printing/Scanning/Vehicle Charges =	\$ 600
Archer Design Services =	\$ 10,500
HTE Design Services =	\$ 5,000
DIRECT EXPENSES =	\$ 16,100

LABOR SUMMARY

EEI Labor Expenses =	\$ 58,414
TOTAL LABOR EXPENSES	\$ 58,414

TOTAL COSTS	\$ 74,514
--------------------	------------------



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER				
United City of Yorkville						YO2443-P				
PROJECT TITLE						DATE		PREPARED BY		
Countryside Lift Station Improvements - Design Engineering						5/22/25		KEP		
TASK NO.	TASK DESCRIPTION									
		2025							2026	
		JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB
2.1	Project Administration									
2.2	Project Meetings and Site Visits									
2.3	Design and Preparation of 50% Design Submittal									
2.4	IEPA Construction Permit Coordination									
2.5	Preparation of 100% Design Submittal									
2.6	Bidding and Contracting									
	Construction*									

* A separate construction engineering agreement will be provided.





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:	SEPTEMBER 2024
		PROJECT NO.:	YO2443
		BY:	MJT
		PATH:	
		FILE:	YO2443_COUNTRYSIDE LIFT STATION
NO.	DATE	REVISIONS	

0 100 200 Feet

**ATTACHMENT E
COUNTRYSIDE LIFT STATION
IMPROVEMENTS
LOCATION MAP**





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



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

Agenda Item Number

New Business #2

Tracking Number

PW 2025-62

Agenda Item Summary Memo

Title: 2025 Stormwater Basin Inspections Engineering Agreement

Meeting and Date: Public Works Committee – June 17, 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: June 11, 2025
Subject: 2025 Stormwater Basin Inspection PSA

Summary

A proposed PSA from EEI to perform engineering inspections on certain stormwater basins in the city and provide an inspection report to the owner(s) of the basin.

Background

This has been an ongoing program in the City for many years now. Each year we rotate a quadrant of the city for investigation of basins and follow up inspections with last year's inspections as well.

The inspection entails walking the entirety of each site and identifying any areas of concern such as clogged pipes or outfalls, invasive plants such as cattails, willows, and phragmites, erosion along the shoreline, illegal outfalls, evidence of animals such as beavers and muskrats, and trash or excessive debris in the pond. In essence, we look for anything that would cause the basin to not function correctly.

Depending on the basin, they may look at other factors such as overland release water ways, retaining walls, naturalized plantings, and landscaping around the basin to make sure everything is healthy and functioning as it should.

These inspections are important to all residents to ensure that the stormwater basins are functioning properly and will be able to handle and process storm water properly when needed.

For this PSA, EEI is proposing to inspect 24 basins and follow up on 40 basins that were inspected last year to mark the progress or lack thereof with the owners. For this service a fixed fee of \$19,764 is proposed.

Since this is not linked to a specific project or ongoing development, this would be funded out of the Engineering Services budget in the Administrative Services section.

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 conduct inspection on certain stormwater basins 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 – Engineering – 2025 Stormwater Basin Inspections*, 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	_____
RUSTY CORNEILS	_____	RUSTY HYETT	_____

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 – Engineering
United City of Yorkville
2025 Stormwater Basin Inspections

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. Engineering services shall be provided as indicated on the Scope of Services on Attachment B. The Engineer shall work with the City to develop an inspection schedule consistent with available funding. All Engineering will be in accordance with the City's Stormwater Management Plan and NPDES MS4 Permit 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. Engineering Services will be paid for monthly based on the hours worked on the project. The Estimated Hourly and Direct Costs for the Engineering Services is \$19,764.00. 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: 2025 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*

*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 - Engineering
United City of Yorkville
2025 Stormwater Basin Inspections**

Attachment B – Scope of Services

The United City of Yorkville requests inspection services for their Stormwater Basin Inspection Program required by the City's Stormwater Management Plan under the City's NPDES MS4 permit with IEPA. The 2025 Inspections are in the Southwest Quadrant of the City.

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

ENGINEERING SERVICES:

2.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Inspection and Compliance Tracking
- Coordination with the City

2.2 2025 Basin Inspections (SW Quadrant – 24 Sites)

- On-Site Field Inspection
- Inspection Report Preparation

2.3 2024 Basin Inspection Follow Up (40 Sites)

- On-Site Field Inspections
- Correspondence/Update Report

2.4 Property Owner Coordination

- Respond to Questions
- Field Meetings as Requested

EXCLUSIONS

The above scope of services does not include the following:

- Preparation of Maintenance Plans
- Wetland Services
- Construction Services
- Land Surveying Services

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 D) in affect at the time the extra work is performed.



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

CLIENT		
UNITED CITY OF YORKVILLE		
PROJECT TITLE	DATE	PREPARED BY
2025 STORMWATER BASIN INSPECTIONS	6/9/2025	TNP

TASK NO.	WORK ITEM ¹	ROLE	PRINCIPAL	SENIOR PM	SENIOR PE II	PROJECT TECH	CAD	ADMIN	HOURS	COST
		RATE	\$256	\$243	\$218	\$159	\$159	\$75		
ENGINEERING SERVICES										
2.1	Project Management and Administration		1	2		8			11	\$ 2,014
2.2	2025 Basin Inspection		1	4		36			41	\$ 6,952
2.3	2024 Basin Inspection Follow Up		1	4		40			45	\$ 7,588
2.4	Property Owner Coordination		1	4		8			13	\$ 2,500
Design Engineering Subtotal:			4	14	-	92	-	-	110	\$ 19,054
PROJECT TOTAL: 4 14 - 92 - - 110 19,054										

Notes:

1. See Detailed Scope and Exclusions on Attachment B - Scope of Services

DIRECT EXPENSES

Printing/Scanning =	\$	150
Mileage =	\$	560

DIRECT EXPENSES = \$ 710

LABOR SUMMARY

EEI Labor Expenses =	\$	19,054
TOTAL LABOR EXPENSES	\$	19,054

TOTAL COSTS \$ 19,764





ENGINEERING ENTERPRISES, INC.

Attachment D

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



Reviewed By:	
Legal	<input checked="" 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 2025-63

Agenda Item Summary Memo

Title: Eldamain Water Main Loop – South (Change Order No. 1)

Meeting and Date: Public Works Committee – June 17, 2025

Synopsis: Eldamain Water Main Loop South – 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 Change Order

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: June 4, 2025
Subject: Eldamain Water Main Loop - South

The purpose of this memo is to present Change Order No. 1 for the above-referenced project.

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

Background:

The United City of Yorkville and Winner Excavating, Inc. entered into an agreement for a Contract value of **\$2,679,397.65** for the above-referenced project. The project's funding is by C1 Yorkville, LLC.

Question Presented:

Should the City approve Change Order No. 1, which would **increase** the contract amount by \$77,744.00.

Discussion:

Due to the developer's change of plans to keep the private railroad tracks between Eldamain and Beacher Rd. It was required that an additional 86 feet of Pay Item number 14 (Steel Casing Pipe 30-Inch, Bored and Jacked) be added to the project. The additional cost comes from additional material costs, additional labor for the Jack and Boring process, and digging the boring pits on either side of the track.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$77,744.00.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL
COUNTY, ILLINOIS APPROVING A CHANGE ORDER RELATING
TO THE ELDAMAIN WATER MAIN LOOP – SOUTH**

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 had approved a contract in the amount of \$2,679,397.65 with Winninger Excavating, Inc. (“*Winninger*”), for a project commonly known as the Eldamain Water Main Loop – South (the “*Project*”); and

WHEREAS, C1 Yorkville, LLC, a Delaware limited liability company (“C1 Yorkville”) has agreed to pay the costs of the Project, as it is necessary to a data center project that C1 Yorkville plans to develop; and

WHEREAS, the price of the Project has since increased in the amount of \$77,744.00 (the “*Change Order*”) as C1 Yorkville has decided to keep an existing private railroad track in place on the Project site, requiring Winninger to purchase additional materials for the Project and conduct boring under the tracks; and

WHEREAS, all change orders increasing or decreasing the cost of a public contract by at least \$25,000 must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the Change Order is in the best interest of the City as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33E-9); and

WHEREAS, it has been recommended to the Mayor and City Council (the “*Corporate Authorities*”) that a Change Order increasing the total contract price to the amount of \$2,757,141.65 is in the best interest of the City, as set forth in the proposal from Winner.

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 Change Order No. 1 to the Eldamain Water Main Loop - South contract with Winner Excavating, Inc., which results in a total increase in the amount of \$77,744.00, is required and that such increase is in the best interests of the City.

Section 3. The Change Order is hereby approved, and the City Administrator is authorized to execute the Change Order as hereinabove identified.

Section 4. That this resolution shall be in full force and effect from and after its passage and approval according to law.

[Remainder of Page Intentionally Blank; Roll Call Vote to Follow]

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 _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK

CHANGE ORDER

Order No. 1

Date: June 4, 2025

Agreement Date: January 17, 2025

NAME OF PROJECT: Eldamain Water Main Loop - South

OWNER: United City of Yorkville

CONTRACTOR: Winner Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) Addition of 86 LF of Steel Casing Pipe 30-Inch Bored and Jacked \$77,744.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 2,679,397.65

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 2,679,397.65

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

\$ 77,744.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 2,757,141.65

Justification:

- 1) Due to the developers changing of plans to no longer remove the private tracks between Eldamain and Beacher Rd. An additional 86 feet to Pay Item number 14 (Steel Casing Pipe, 30-Inch, Jack and Bored) was required.

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: _____ Winner Excavating, Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville



Reviewed By:	
Legal	<input checked="" 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 #4

Tracking Number

PW 2025-64

Agenda Item Summary Memo

Title: Ashley Pointe (Prestwick) Subdivision – Performance Guarantee Release

Meeting and Date: Public Works Committee – June 17, 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
Name Department

Agenda Item Notes:



Memorandum

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

Date: June 9, 2025
Subject: Ashley Pointe (Prestwick) Subdivision

The developer has completed the remaining punch list items from the one-year warranty period. The last remaining item was the park site development. The Parks and Recreation department has signed off on the park site conditions. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is \$57,960.00.

The public improvements were accepted on April 28, 2020.

Please let us know if you have any questions.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING THE RELEASE OF A PERFORMANCE GUARANTEE
BOND RELATED TO ASHLEY POINTE (PRESTWICK) SUBDIVISION**

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, Stewart Spreading, Inc., an Illinois corporation (“Developer”) submitted a Performance Guarantee Bond in the amount of \$57,960.00 to the City, related to the development of the Ashley Pointe (Prestwick) Subdivision (the “Project”); and

WHEREAS, the Developer has completed the Project and all punch-list items from the Project’s one year warranty period; and

WHEREAS, City staff and engineering consultants recommend the release of the Performance Guarantee Bond to the Developer.

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

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

Section 2. That the full Performance Guarantee Bond in the amount of \$57,960.00 be released to Stewart Spreading, Inc., as recommended by the City’s engineering consultants, Engineering Enterprises, Inc.

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 _____

RUSTY CORNEILS _____

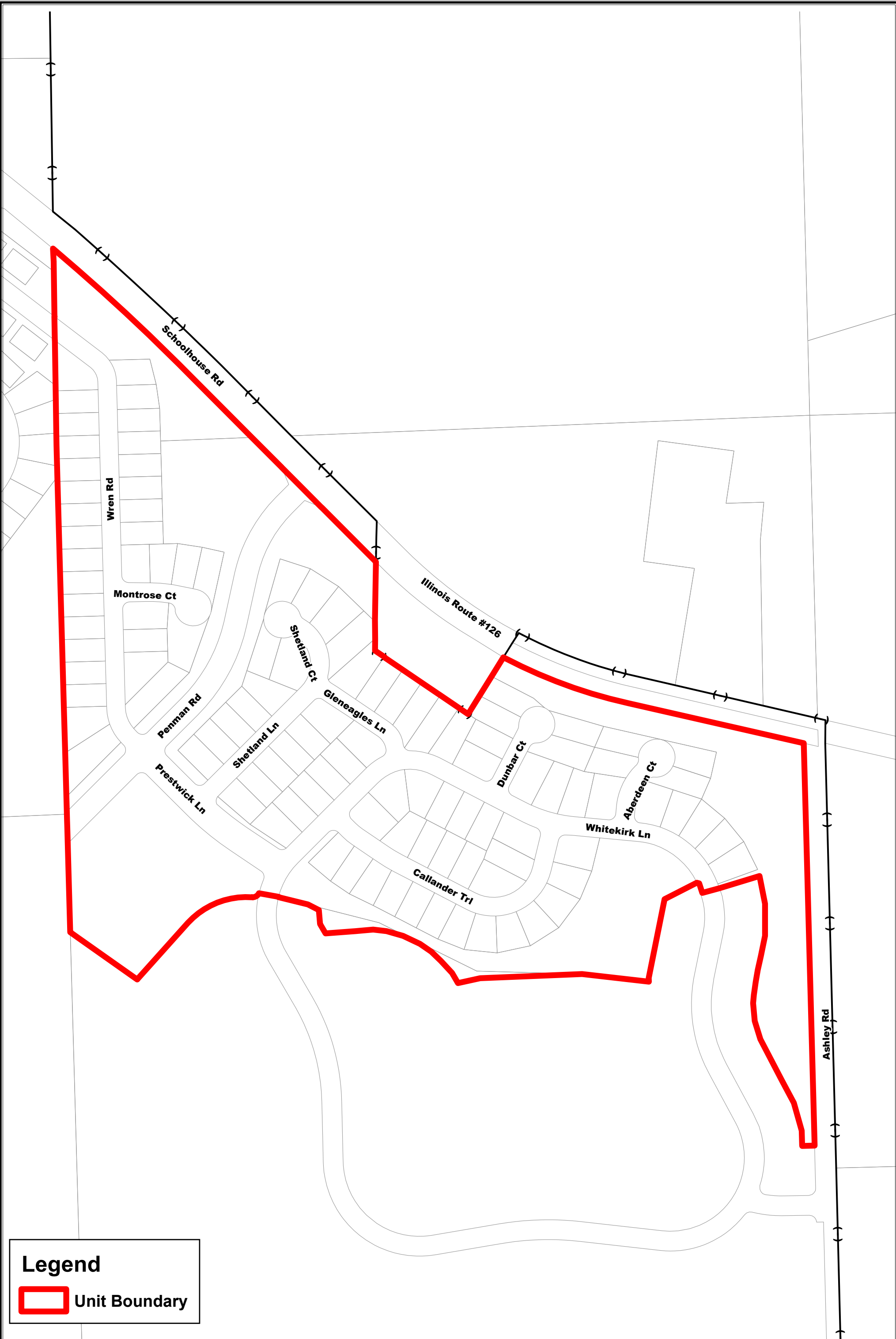
RUSTY HYETT _____

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

MAYOR

Attest:

CITY CLERK



Legend

Unit Boundary



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

Agenda Item Number

Old Business #1

Tracking Number

PW 2025-50

Agenda Item Summary Memo

Title: South Receiving Station Standpipe – Contract Award

Meeting and Date: Public Works Committee – June 17, 2025

Synopsis: South Receiving Station Standpipe – Recommendation to Issue Notice of Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Notice of Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: June 10, 2025
Subject: South Receiving Station Standpipe

This memo is a supplement to the package reviewed at the May 12th Public Works committee meeting and addresses the following key items:

1. Site selection process
2. Funding requirements
3. Site soils and foundation design
4. Recommendation

Site Selection Process

The southern portion of the Restore Church parcel was identified early in the planning process as an ideal location for the Standpipe, Southern Receiving Station and DWC Metering Station. Key factors influencing the site decision included the site's elevations, openness, and strategic location of the site.

The target elevation range was a major determinant in moving forward with this site, as it directly impacts the tank height requirements and ultimately the cost of the tank. Subsequently, the elevation range constraint limited the number of viable parcels/sites considered for the Standpipe, Southern Receiving Station and DuPage Water Commission (DWC) Metering Station improvements.

Funding Requirements

Project funding is being secured through the Water Infrastructure Finance and Innovation Act (WIFIA) program. This program requires several environmental approvals for each specific site, each of which takes a substantial amount of time to obtain—typically between 8 to 12 months.

Relocating the project to an alternative site at this stage would restart the environmental review process, likely resulting in a 1 to 2-year delay in the construction timeline. As currently scheduled, all three infrastructure components are slated for completion by the end of 2027, with the City planning to begin utilizing the Lake Michigan Water in the summer of 2028. If the City were to adjust locations, the schedules would not be met. A significant amount of re-design would be required also for not only the City projects, but the DWC metering station and pipeline projects.

In addition, the City is in the final stages of purchasing the property, which must also follow the federal requirements for WIFIA funding. This process also has a lengthy timeline.

Site Soils and Foundation Design

As part of the design process, several soil borings were conducted to depths of 100'. The report is provided as part of the bid package. The resulting geotechnical report was included in the project bid package. However, no significant issues were identified in the report.

For projects of this type, foundation design is typically the responsibility of the contractor and their structural engineers. A "shallow" foundation is considered standard practice, provided the soil conditions meet the structural design needs.

Late in the bidding process, the bidders' structural engineers determined that the proper foundation design for this site was a "deep" foundation. The structural design of the foundation is iterative and both shallow and deep foundation alternatives were considered. Ultimately, through design iterations, it was determined a "deep" foundation would be a more practical and robust design alternative due to suboptimal soil conditions at greater depths. CBI indicated that the approximate cost difference between a typical "shallow" foundation and the "deep" foundation proposed specifically for this project is approximately \$700,000.

It is worth noting that the use of deep foundations for water tanks is not unusual. Our team has participated in several similar projects utilizing this method.

Recommendation

We recommend the acceptance of the bid and approval of the Notice of Award be made to the low bidder, CB&I Storage Solutions, LLC, 14105 S. Route 59, Plainfield, IL 60554 in the total amount of \$6,578,339.60, contingent upon successful acquisition of the property by the City.

This recommendation is based on the following considerations:

- **Timeliness:** Any delay in awarding the contract will jeopardize the 2027 completion timeline. The standpipe is essential for operational readiness in connecting to the Lake Michigan water supply via DWC.
- **Market Conditions and Bidding Environment:** Construction costs are expected to continue rising; delaying the project may increase overall costs. In addition, additional engineering costs would be needed to re-bid the project. Furthermore, only two (2) contractors in the country have the ability to construct a standpipe of this size. We do not anticipate that additional bidders will come forward if this is bid once again.
- **Value Engineering:** We will collaborate with CBI to identify opportunities for cost savings through value engineering. Any recommended changes will be brought before the Council for approval through formal change orders.

Resolution No. 2025-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS APPROVING A BID TO CONSTRUCT A 1,500,000 GALLON STANDPIPE,
RELATED WATER MAINS, AND OTHER SITE IMPROVEMENTS**
(South Receiving Station Standpipe)

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 construct a 1,500,000-gallon standpipe, and install approximately 330 feet of water main, along with conducting site grading, and other site improvements (the “Project”); and

WHEREAS, the Project is required for the City to connect to Lake Michigan water through the DuPage Water Commission; and

WHEREAS, the cost of the Project shall be paid through a combination of Water Infrastructure Finance Innovation Act loans (the “Loan”) and City funds; and

WHEREAS, the City is currently negotiating the purchase of the property where the Project is to be constructed (the “Property”), and the formal award of any bid on the Project shall be contingent on the City securing the Property; and

WHEREAS, in compliance with all applicable Illinois laws, bids were accepted to construct the Project and a public bid opening was held at 1:00 p.m. on May 12, 2025; and

WHEREAS, the City’s engineers and staff find that the lowest responsible bidder is CB&I Storage Tank Solutions LLC, 14105 S. Route 59, Plainfield, IL 60554 (“CB&I”), with a total bid amount of \$6,578,339.60 (the “Project Cost”); and

WHEREAS, it has been recommended to the Corporate Authorities that the bid by CB&I be accepted, contingent on the City securing the Loan and purchasing the Property; and

WHEREAS, a Notice of Intent to Award the bid shall be issued to CB&I.

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 CB&I Storage Tank Solutions LLC, 14105 S. Route 59, Plainfield, IL 60554 to complete the Project at a cost of \$6,578,339.60 is the lowest responsible bid and therefore accept the bid, contingent on the City purchasing the Property and securing the Loan.

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

[Remainder of page intentionally blank; roll call vote follows]

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 _____

RUSTY CORNEILS _____

RUSTY HYETT _____

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					
SOUTH RECEIVING STATION STANDPIPE					
UNITED CITY OF YORKVILLE					
		BID TABULATION BIDS RECD 5/12/2025		CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100	\$ 48.90	\$ 4,890.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100	\$ 73.30	\$ 7,330.00
3	TEMPORARY FENCE	FOOT	1,730	\$ 6.70	\$ 11,591.00
4	PERIMETER EROSION BARRIER	FOOT	3,450	\$ 4.60	\$ 15,870.00
5	AGGREGATE DITCH CHECKS	TONS	70	\$ 216.70	\$ 15,169.00
6	STABILIZED CONSTRUCTION ENTRANCE	SQYD	120	\$ 122.20	\$ 14,664.00
7	EROSION CONTROL BLANKET	SQYD	19,510	\$ 2.60	\$ 50,726.00
8	TEMPORARY SEEDING	ACRE	4	\$ 4,138.90	\$ 16,555.60
9	TOPSOIL EXCAVATION	CUYD	3,300	\$ 23.60	\$ 77,880.00
10	EARTH EXCAVATION (SITEWORK ONLY)	CUYD	5,010	\$ 23.40	\$ 117,234.00
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	100	\$ 92.50	\$ 9,250.00
12	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	100	\$ 124.80	\$ 12,480.00
13	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	300	\$ 89.30	\$ 26,790.00
14	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	300	\$ 37.70	\$ 11,310.00
15	GEOTEXTILE FABRIC	SQYD	2,600	\$ 3.80	\$ 9,880.00
16	AGGREGATE SUBGRADE IMPROVEMENT 12-INCH	SQYD	2,300	\$ 33.40	\$ 76,820.00
17	FOUNDATION MATERIAL	CUYD	150	\$ 193.20	\$ 28,980.00
18	WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	180	\$ 316.70	\$ 57,006.00
19	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	150	\$ 290.00	\$ 43,500.00
20	DUCTILE IRON FITTINGS	POUND	1,600	\$ 18.70	\$ 29,920.00



BID TABULATION					
SOUTH RECEIVING STATION STANDPIPE					
UNITED CITY OF YORKVILLE					
		BID TABULATION BIDS RECD 5/12/2025		CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
21	FIELD LOK GASKET, 16"	EACH	12	\$ 677.80	\$ 8,133.60
22	BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT	EACH	2	\$ 38,472.20	\$ 76,944.40
23	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	3	\$ 23,594.40	\$ 70,783.20
24	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$ 1,166.70	\$ 1,166.70
25	SPLASH PAD	EACH	1	\$ 2,055.60	\$ 2,055.60
26	STONE RIPRAP, CLASS A3	SQYD	15	\$ 229.10	\$ 3,436.50
27	PORTLAND CEMENT CONCRETE SIDEWALK 6-INCH	SQFT	350	\$ 20.60	\$ 7,210.00
28	QUAZITE HANDHOLE	EACH	3	\$ 11,361.10	\$ 34,083.30
29	RIGID CONDUIT, 2" DIA. GALVANIZED	FOOT	145	\$ 348.80	\$ 50,576.00
30	HIGH SPEED SCADA ANTENNA INSTALLATION COMPLETE	EACH	1	\$ 5,992.00	\$ 5,992.00
31	CCTV COMMUNICATIONS ANTENNA INSTALLATION COMPLETE	EACH	1	\$ 5,992.00	\$ 5,992.00
32	STANDPIPE WATER STORAGE TANK - 1,500,000 GALLON CYLINDRICAL WITH ARCHITECTURAL PILASTERS AND ROOF INCLUDING DESIGN AND CONSTRUCTION	LSUM	1	\$ 4,886,367.70	\$ 4,886,367.70
33	TESTING AND DISINFECTION FOR FINAL COMPLETION	LSUM	1	\$ 5,556.00	\$ 5,556.00
34	EXTERIOR PAINTING, COMPLETE	LSUM	1	\$ 329,433.00	\$ 329,433.00
35	INTERIOR PAINTING, COMPLETE (WET AREA)	LSUM	1	\$ 252,222.00	\$ 252,222.00
36	INTERIOR PAINTING, COMPLETE (DRY AREA)	LSUM	1	\$ 89,431.00	\$ 89,431.00
37	LETTERING AND LOGO	LSUM	1	\$ 11,111.00	\$ 11,111.00
38	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000	\$ 1.00	\$ 100,000.00
	TOTAL (Items 1-38)				\$ 6,578,339.60
Highlighted box indicates updated total from bid.					

BID SUMMARY SOUTH RECEIVING STATION STANDPIPE UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 1:00 P.M. 05/12/25	CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554			
TOTAL BID	\$6,578,339.60			
ADDENDUM #1	X			
ADDENDUM #2	X			
ADDENDUM #3	X			
ADDENDUM #4	X			
BID BOND	X			
SIGNED BID	X			
ATTENDED PRE-BID MEETING	X			



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

Agenda Item Number

New Business #6

Tracking Number

PW 2025-50

Agenda Item Summary Memo

Title: South Receiving Station Standpipe – Contract Award

Meeting and Date: Public Works Committee – May 20, 2025

Synopsis: South Receiving Station Standpipe – Recommendation to Issue Notice of Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Notice of Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: May 12, 2025
Subject: South Receiving Station Standpipe

Bids were received, opened, and tabulated for work to be done on the South Receiving Station Standpipe at 1:00 p.m., May 12, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids is attached for your information and record.

This project consists of the design and construction of a 1,500,000-gallon standpipe with a top capacity line at 850 feet, as well as the installation of approximately 330 feet of 16-inch ductile iron water main, site grading, and other site improvements as set forth in the bid documents.

In the United States, only six (6) contractors specialize in elevated tank construction. Of those, just two firms - CBI Storage Solutions, LLC (CBI) and Caldwell Tanks (Caldwell) - construct standpipes of this scale. Both were engaged during the bidding process, attended the pre-bid meeting, and submitted questions throughout.

Although two bids were expected, only one bid was received on the day of opening - from CBI, in the amount of \$6,578,339.60. The City's budget for this project was \$5.85M.

Following the bid opening, Caldwell indicated they chose not to submit a bid primarily due to concerns with the site's soil conditions. These conditions would require a significantly larger mat foundation, potentially exceeding 100 feet in diameter, which raised engineering concerns within their team. Additionally, given the current competitive market, Caldwell is able to be selective in choosing projects. Their decision not to bid came after reviewing the foundation data, which was shared after the bid opening.

After understanding the rationale for Caldwell not bidding, research was completed to understand the reasoning behind the increase in cost over our budget which was updated in December 2024 as well as to confirm that CBI felt confident in the soils and foundation design. Below are the major reasons for the cost increase:

- 1) **Steel Cost:** Plate steel costs have increased by over 25% since the budget estimate was prepared.
- 2) **Foundation:** Due to the soil conditions, CBI opted for a deep foundation using piles rather than a shallower mat foundation, resulting in higher costs.
- 3) **Warranty:** While the budget assumed a one-year warranty, the bid documents required a three-year warranty to cover the anticipated operational timeline for Lake Michigan Water integration.

- 4) **Cost increase in utilities and site work:** CBI subcontracts this work and indicated that they seek at least three bids per trade. However, these costs have risen significantly.
- 5) **Market Conditions:** The market is experiencing increased demand for tank construction, with fewer qualified contractors available. This limited competition is contributing to higher bid prices.

The City has several potential options moving forward including, but not limited to, the following:

1. **Award the Bid As-Is** and allow for City staff and EEI to collaborate with CBI on value engineering opportunities. Then, City staff and EEI can negotiate change orders with CBI following project award.
2. **Defer the Decision** until the next Public Works Committee meeting in June to allow time for EEI to solicit value engineering cost reductions from CBI before making a final recommendation.

Our concern with this is that any potential delay in schedule could jeopardize the current completion date of the end of 2027.

3. **Reject All Bids and Rebid** with a deep foundation and potentially remove certain utility/site work elements. These items could be reallocated to other projects that may attract more competitive bids.

Our concern about this is that it is likely that we still will only receive one bid and it is possible that the amount will be higher. In addition, this will probably push the schedule for a completion date in fall/winter of 2028.

The current schedule calls for completion at the end of 2027, which aligns with the DWC timeline.

This project is intended to be funded through a combination of Water Infrastructure Finance and Innovation Act (WIFIA), and local funds.

Lastly, the land on which this tank is to be built has not been formally purchased. The owner has agreed on a price and City's land acquisition specialist is working on the final paperwork. The contract award, would have to be contingent upon the City purchasing the property.

We request formal direction from the Public Works Committee on how to proceed. Please let us know if you have any questions or need additional information.



BID TABULATION					
SOUTH RECEIVING STATION STANDPIPE					
UNITED CITY OF YORKVILLE					
				BID TABULATION BIDS RECD 5/12/2025	CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554
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20	DUCTILE IRON FITTINGS	POUND	1,600	\$ 18.70	\$ 29,920.00

ENGINEERING ENTERPRISES, INC.
CONSULTING ENGINEERS



BID TABULATION					
SOUTH RECEIVING STATION STANDPIPE					
UNITED CITY OF YORKVILLE					
		BID TABULATION BIDS RECD 5/12/2025		CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
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30	HIGH SPEED SCADA ANTENNA INSTALLATION COMPLETE	EACH	1	\$ 5,992.00	\$ 5,992.00
31	CCTV COMMUNICATIONS ANTENNA INSTALLATION COMPLETE	EACH	1	\$ 5,992.00	\$ 5,992.00
32	STANDPIPE WATER STORAGE TANK - 1,500,000 GALLON CYLINDRICAL WITH ARCHITECTURAL PILASTERS AND ROOF INCLUDING DESIGN AND CONSTRUCTION	LSUM	1	\$ 4,886,367.70	\$ 4,886,367.70
33	TESTING AND DISINFECTION FOR FINAL COMPLETION	LSUM	1	\$ 5,556.00	\$ 5,556.00
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37	LETTERING AND LOGO	LSUM	1	\$ 11,111.00	\$ 11,111.00
38	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000	\$ 1.00	\$ 100,000.00
	TOTAL (Items 1-38)				\$ 6,578,339.60
Highlighted box indicates updated total from bid.					

BID SUMMARY SOUTH RECEIVING STATION STANDPIPE UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 1:00 P.M. 05/12/25	CB&I Storage Tank Solutions 14105 S. Route 59 Plainfield, IL 60554			
TOTAL BID	\$6,578,339.60			
ADDENDUM #1	X			
ADDENDUM #2	X			
ADDENDUM #3	X			
ADDENDUM #4	X			
BID BOND	X			
SIGNED BID	X			
ATTENDED PRE-BID MEETING	X			



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 2025-51

Agenda Item Summary Memo

Title: South Receiving Station Standpipe Construction Engineering Agreement

Meeting and Date: Public Works Committee – June 17, 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: April 29, 2025
Subject: South Receiving Station Standpipe – Const. Eng. Agreement

Summary

A proposed Professional Services Agreement from EEI for the construction engineering for the south receiving station standpipe.

Background

This 1.5-million-gallon standpipe will be located on Rt. 126 just to the southeast of Rt. 71. The standpipe will be on the same parcel as the receiving station and will help distribute water evenly across the town. This will also help us achieve our DWC mandate of having 2 times the storage as our average day water use.

EEI is proposing an hourly rate professional service agreement in the amount of \$394,744 to perform construction engineering services on this project. The services proposed would get us from the pre-construction meeting through the one-year warranty inspection. EEI would provide shop review for all shop drawings, construction oversight, IEPA coordination, and preparation of all O & M manuals and warranties.

There is \$280,000 budgeted in FY 26 for this project, and an additional \$120,000 in FY27 for a total \$400,000.

Recommendation

Staff recommends approval of this professional service agreement with EEI in the amount of \$394,744.

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 construct a 1.5-million-gallon standpipe at 8621 IL Route 126 for the future South Receiving Station, including site grading and connection water main (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 – South Receiving Station Standpipe (Construction), 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	_____
RUSTY CORNEILS	_____	RUSTY HYETT	_____

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
South Receiving Station Standpipe (Construction)**

United City of Yorkville

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 provide construction administration, coordination, layout, and inspection and to complete all necessary engineering services to the City as indicated on the included Attachment B. *Services to be provided include all professional engineering services for the construction of a new elevated water storage tank. All Engineering will be in accordance with all City, Standards for Sewer and Water Main Construction in Illinois and Illinois Department of Transportation requirements.*

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C and associated Scope of Work included as Attachment B. Construction Engineering will be paid for on an hourly or actual basis in a not to exceed amount of \$394,744. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

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

H. Certifications:

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

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

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

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



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

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

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

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

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



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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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



remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	2025 Standard Schedule of Charges
Attachment F:	EPA 5700-49 Certification of Debarment Suspension
Attachment G:	IEPA Contract Requirements
Attachment H:	Supplemental WIFIA Contract Clauses

L. Notices:

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

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

For the ENGINEER:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

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

Agreed to this ____day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Bradley P. Sanderson
Chief Operating Officer /President

Jori Behland
City Clerk

Todd Wells
Project Manager



STANDARD TERMS AND CONDITIONS

Attachment A

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.



SCOPE OF SERVICES

Attachment B

SOUTH RECEIVING STATION STANDPIPE

CONSTRUCTION ENGINEERING

United City of Yorkville, IL

The United City of Yorkville is constructing a 1.5 MG Standpipe on a 4.01-acre site at 8621 IL Route 126 for the future South Receiving Station, including site grading and connection water main. Our scope of services related to this project includes Construction Engineering. Below is a list of work items in more detail:

CONSTRUCTION ENGINEERING

3-1 Construction Administration

- Precon Meeting (Preparation and Attendance)
- Review of Shop Drawings
- Obtain/Provide All Construction Documents from Contractor
- Prepare and Coordinate Operating Permit from the IEPA
- Prepare Pay Estimates
- Daily/Weekly Updates to City
- Bi-weekly Progress Meetings (Assuming 52 Active Construction Weeks)
- On-going Communication/Coordination with Contractor (RFIs)
- Review and Delivery of Warranties
- Perform Substantial Completion Inspection
- Punchlist
- Two-Year Anniversary Review & Warranty

3-2 Construction Layout and Record Drawings

3-3 Construction Observation (Assuming 52 Active Construction Weeks) - Construction observation work will range from part-time to full-time efforts depending on the contractor's work activity and the criticality of the associated work activity.

DIRECT EXPENSES/SUB-CONSULTANTS

- Mileage
- Geotechnical Engineering Services
- Electrical Engineering Services

This Scope of Work and associated Estimated Level of Effort and Associated Cost (Attachment D) assume a project completion date of November 27, 2026, except for warranty on anniversary review work which would be completed by November 27, 2029. If work extends beyond this completion date, the additional work shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



Furthermore, the above scope for “SOUTH RECEIVING STATION STANDPIPE – CONSTRUCTION ENGINEERING” 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						YO 2417					
PROJECT TITLE						DATE			PREPARED BY		
South Receiving Station Standpipe - Construction Engineering						4/25/25			TAW		

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE II	PE	PLS	CADD	ADMIN	HOURS	COST
		PERSON	BPS	MGS	TAW	MWS	AMN	JMB	KKP	DRA		
		RATE	\$256	\$243	\$218	\$208	\$175	\$182	\$182	\$75		
3.1 CONSTRUCTION ADMINISTRATION												
	Precon Meeting (Preparation and Attendance)		3		6	3	3				15	\$ 3,225
	Review of Shop Drawings					8	28				36	\$ 6,564
	Obtain/Provide Construction Documents					4	4				8	\$ 1,532
	Prepare and Coordinate Operating Permit from IEPA					4	4				8	\$ 1,532
	Daily/Weekly Updates to City				13	52	52				117	\$ 22,750
	Bi-Weekly Progress Meetings		22		11	22	22				77	\$ 16,456
	Communication/Coordination with Contractor (RFIs)				8	16	40			8	72	\$ 12,672
	Review and Delivery of Warranty				1	1	1				3	\$ 601
	Perform Substantial Complete Inspection				2	8	8				18	\$ 3,500
	Punchlist					8	16				24	\$ 4,464
	Three-Year Anniversary Review and Warranty					8	16				24	\$ 4,464
Task Subtotal:			25	-	41	134	194	-	-	8	402	\$ 77,760
3.2 CONSTRUCTION LAYOUT AND RECORD DRAWINGS												
	Office Preparation			4							4	\$ 972
	Field Staking							35			35	\$ 6,370
	As-Builts							10			10	\$ 1,820
	Easement Review and Staking							3			3	\$ 546
Task Subtotal:			-	4	-	-	-	48	-	-	52	\$ 9,708
3.3 CONSTRUCTION OBSERVATION												
	Construction Observation				22	284	1,320				1,626	\$ 294,868
											-	\$ -
Task Subtotal:			-	-	22	284	1,320	-	-	-	1,626	\$ 294,868
PROJECT TOTAL:			25	4	63	418	1,514	48	-	8	2,080	382,336

EEL STAFF

BPS Bradley P. Sanderson, PE
TAW Todd A. Wells, PE
MWS Michael W. Schweisthal, PE
AMN Adam M. Noon, EI
MGS Mark G. Scheller, PLS
JMB Joshua M. Boatman, PLS
KKP Kristopher K. Pung
DRA Deborah R. Anderson

DIRECT EXPENSES

Mileage = \$ 3,380
Geotechnical Engineering = \$ 10,000

DIRECT EXPENSES = \$ 13,380

LABOR SUMMARY

EEL Labor Expenses = \$ 381,364
TOTAL LABOR EXPENSES \$ 381,364

TOTAL COSTS \$ 394,744



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER				
United City of Yorkville										YO 2417				
PROJECT TITLE										DATE		PREPARED BY		
South Receiving Station Standpipe - Construction Engineering										4/25/25		TAW		
TASK NO.	TASK DESCRIPTION													
		2025												
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
CONSTRUCTION ENGINEERING														
3.1	Construction Administration													
3.2	Construction Layout and Administration													
3.3	Construction Observation													
TASK NO.	TASK DESCRIPTION													
		2026												
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
CONSTRUCTION ENGINEERING														
3.1	Construction Administration													
3.2	Construction Layout and Administration													
3.3	Construction Observation													

NOTE: The anniversary review and associated warranty work are anticipated to complete in November 2029.





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
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
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



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

4/25/2025

Signature of Authorized Representative

Date

☐

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

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 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 H
SUPPLEMENTAL 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.