



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, August 19, 2025

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

This meeting has been cancelled due to lack of a quorum.



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, August 19, 2025

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: July 15, 2025

New Business:

1. PW 2025-70 Water Audit Update Presentation
2. PW 2025-71 Quiet Zone Update Presentation
3. PW 2025-72 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Road to Better Roads Program – Design Engineering)
4. PW 2025-73 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Local Road Program – Design Engineering)
5. PW 2025-74 2024 Water Main Replacement – Contract A – Change Order No. 1
6. PW 2025-75 YBSD Water Main Extension – Change Order No. 1
7. PW 2025-76 East Alley Water Main Replacement – Contract Award
8. PW 2025-77 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (East Alley Water Main Replacement)
9. PW 2025-78 Disposal of Various Public Works Department Vehicles
10. PW 2025-79 Grande Reserve Unit 4 – Performance Guarantee Release
11. PW 2025-80 South Receiving Station Standpipe – Change Order No. 2

Old Business:

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

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, August 19, 2025
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. July 15, 2025

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

NEW BUSINESS:

1. PW 2025-70 Water Audit Update Presentation

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

2. PW 2025-71 Quiet Zone Update Presentation

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2025-72 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2026 Road to Better Roads Program – Design Engineering)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2025-73 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(2026 Local Road Program – Design Engineering)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2025-74 2024 Water Main Replacement – Contract A – Change Order No. 1

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2025-75 YBSD Water Main Extension – Change Order No. 1

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2025-76 East Alley Water Main Replacement – Contract Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2025-77 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.
(East Alley Water Main Replacement)

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2025-78 Disposal of Various Public Works Department Vehicles

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2025-79 Grande Reserve Unit 4 – Performance Guarantee Release

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2025-80 South Receiving Station Standpipe – Change Order No. 2

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. 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 _____

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 – July 15, 2025

Meeting and Date: Public Works Committee – August 19, 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, July 15, 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 Joe Plocher

Absent: Alderman Dan Transier

Other City Officials

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

Public Works Director Eric Dhuse
Assistant Public Works Director John Sleezer
Alderman Chris Funkhouser, via Zoom

Other Guests: None

The meeting was called to order at 6:03pm by Chairman Craig Soling.

Citizen Comments: None

Previous Meeting Minutes: June 17, 2025

The minutes were approved as presented.

New Business:

1. PW 2025-65 Resolution Approving a Change Order to a Contract to Construct a 1,500,000 Gallon Standpipe and Water Main

Mr. Sanderson said last month the Council had approved the contract with CB&I to construct the standpipe for the south receiving area. A Change Order reduction of \$384,400 has been submitted. This is due to the modification of the guarantee which involves putting the standpipe into operation sooner than anticipated and in addition, an alternative design that results in a reduction in thickness of the tank steel. Alderman Plocher asked if the pylons would still be needed, however, Mr. Sanderson said the company has not provided that information yet. Mr. Soling asked if there could be a problem 50 or 60 years down the road. Mr. Sanderson replied the steel is thick on its own and the 25-year coating provides extra protection. He added that these tanks are built to last over 100 years. This moves forward to the City Council.

2. PW 2025-66 Illinois Railway, LLC License Agreement – East Alley Water Main Replacement Project

Engineer Sanderson said items 2 and 3 are similar. There are several water main replacement projects that will go out to bid next month. The projects will involve going under the railroad crossings and a license agreement is needed to do this. The agreement has been vetted by the City Attorney Orr and a one time license fee of \$4,000 is required. The committee agreed with the recommendation to approve this agreement and will move it forward to the consent agenda.

3. PW 2025-67 Illinois Railway, LLC License Agreements – 2025 Water Main Replacement Project

Mr. Sanderson said there are 4 separate license agreements for 4 crossings. The fee is slightly less at \$3,700 per crossing based on casing pipe size and the total is \$14,800. This will also move to the consent agenda.

4. PW 2025-68 Sewer Cleaning Truck Purchase

Director Dhuse said they had examined 3 units. He said the current equipment has experienced some maintenance issues and mechanical breakdowns, both of which he felt were on the manufacturer's end. He asked for feedback from the employees who use the equipment and all preferred the Vactor brand which are manufactured in LaSalle-Peru. They are single-engine trucks with hydraulic pumps which are quieter than a double engine truck. He said this is a 10-year purchase. Alderman Corneils asked if 10 years is the lifespan. Mr. Dhuse said the equipment is subjected to nasty environments and after that time, they start needing repairs. Chairman Soling asked if this is in the budget. The truck is \$35,000 over budget, but money was saved on the Blackberry Creek lift station generator replacement to apply to the purchase. This also includes the sludge pump and accessory lighting that was desired. This truck will be kept inside in the winter. This purchase moves forward to the City Council.

5. PW 2025-69 Cannonball Estates SSA Plan

Mr. Olson said an HOA member had contacted him saying the HOA is defunct and would no longer be doing maintenance in the subdivision and would turn it over to the city. He said there is an SSA in place so a levy can be filed. He asked Mr. Dhuse to prepare a maintenance budget. The city is now in the process of notifying the residents that the HOA is defunct. The letter will show the residents what the cost will be for the city to perform the maintenance or give them a chance to re-establish the HOA to continue the maintenance. Mr. Olson wanted to insure the committee was OK with the budget and the process. The Mayor also wanted to insure the city was covered as far as staff time which is not reflected in the budget. That factor will be added and the budget updated.

Chairman Soling asked if the SSA has an expiration date and if enough money is being budgeted. There is no expiration date and Mr. Dhuse said the figures were based on the pond maintenance costs in Sunflower. Alderman Funkhouser asked if the budget included the easement along Alyce and Cannonball which it does. He also questioned whether or not the residents should be given the option of maintaining their back yards instead of the HOA. Mr. Olson said the letter will give residents 30-45 days to respond and they will evaluate the back yard question from the responses. The committee will move this forward to City Council.

Old Business:

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

Mr. Olson said he would like to push this matter until next month to allow the Mayor time to fully review the agreement.

Additional Business: None

There was no further business and the meeting adjourned at 6:21pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2025-70

Agenda Item Summary Memo

Title: WY2024 Water Audit Results and Recommendations

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: August 12, 2025
Subject: WY2024 Water Audit Results and Recommendations

To meet the Lake Michigan Allocation permit requirements, the United City of Yorkville is required to reduce Non-Revenue Water (NRW) to below 10% prior to connecting to DuPage Water Commission (DWC) with water from Lake Michigan in 2028. To track progress, the water audit for WY2024 has been prepared in accordance with the methodology found in AWWA Manual M36 – Water Audits and Loss Control and associated software. The City's NRW for WY2024, the period from 10/1/23 through 9/30/24, is 14.2%, which is a slight decrease in percentage from 14.8% in WY2023. In Table No. 1 and Figure A found on Page 2 of this memo, a historical summary of water audit results is provided, including the water audit results for WY2024.

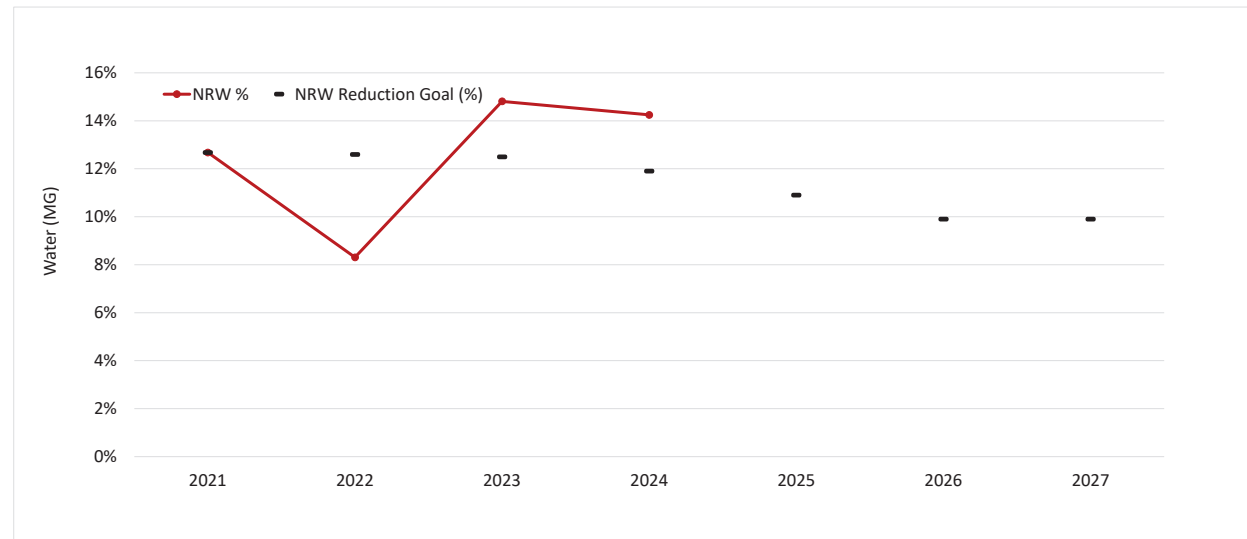
The components of NRW are: 1) Unbilled Authorized Consumption (which includes both unbilled metered and unbilled unmetered water use), 2) Apparent Losses, and 3) Real Losses. Apparent losses consist of the following: unauthorized consumption, customer metering inaccuracies, and systematic data handling errors. The real losses include: 1) leakage on distribution/transmission water mains, 2) leakage and overflows at storage facilities, and 3) leakage at service connections.

The City has been working through the Water System Improvement Plan submitted to Illinois Department of Natural Resources (IDNR) as part of the Lake Michigan Allocation permitting process for WY2021 which addressed all three (3) components. To reduce unbilled authorized water use, the City has implemented a bulk water filling station and means of billing for miscellaneous uses that were previously unbilled and unmetered. To address apparent water losses, the City is investing in replacing all customer meters and converting to Advanced Metering Infrastructure (AMI) technology. The City has budgeted for \$2.8 million over the next two (2) fiscal years. In regard to real losses, the City began to perform annual leak detection. Further, while the City has periodically replaced water main at locations where water main breaks are most frequent, the City developed and is working through a five (5) year water main replacement program to replace 7.2 miles of water main installed prior to 1970. The City has currently replaced approximately 5.4 miles of water main to-date.

Table No. 1 Historical Water Audit Summary

Water Audit Line Item	Unit	Calendar Year							Water Year					
		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
WATER SUPPLIED														
Volume From Own Sources	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	642.53	632.10	673.61	701.76
Master Meter Adjustment	MG/Yr or %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.53	4.83	-3.43	3.62
Water Imported	MG/Yr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water Exported	MG/Yr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WATER SUPPLIED - Total	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	638.00	627.27	677.05	698.14
AUTHORIZED CONSUMPTION														
Billed Authorized Use	MG/Yr	498.39	382.80	440.82	456.20	485.81	505.21	516.29	484.84	533.76	557.11	575.15	576.76	598.67
Unbilled Authorized Consumption	MG/Yr	6.94	5.95	5.83	6.37	6.77	7.01	7.18	6.88	7.59	8.97	14.96	12.41	9.69
AUTHORIZED CONSUMPTION - Total	MG/Yr	505.33	388.75	446.65	462.57	492.58	512.22	523.47	491.72	541.35	566.08	590.11	589.17	608.37
NON-REVENUE WATER														
Water Supplied - Total	MG/Yr	555.34	476.15	466.02	509.92	541.80	560.58	574.09	550.75	607.60	638.00	627.27	677.05	698.14
Less Billed and Unbilled Authorized Consumption - Total	MG/Yr	-505.33	-388.75	-446.65	-462.57	-492.58	-512.22	-523.47	-491.72	-541.35	-566.08	-590.11	-589.17	-608.37
WATER LOSSES - Total	MG/Yr	50.01	87.40	19.38	47.35	49.21	48.36	50.62	59.02	66.24	71.92	37.16	87.87	89.77
Plus Unbilled Authorized Consumption (Unbilled Metered and Metered Water)	MG/Yr	6.94	5.95	5.83	6.37	6.77	7.01	7.18	6.88	7.59	8.97	14.96	12.41	9.69
NON-REVENUE WATER-Total	MG/Yr	56.95	93.35	25.20	53.72	55.99	55.37	57.80	65.91	73.84	80.89	52.12	100.28	99.47
NON-REVENUE WATER %	%	10.3%	19.6%	5.4%	10.5%	10.3%	9.9%	10.1%	12.0%	12.2%	12.7%	8.3%	14.8%	14.2%

Figure A. Historical Water Audit Summary



However, the Water System Improvement Plan was intended to be a living document which would be reviewed, reevaluated, and modified as appropriate on an annual basis in conjunction with the completion of the annual Water Audit. That being said, the two (2) key parameters to determining the amount of NRW include the water supplied from water treatment plants and the amount of water being billed. City staff has made great efforts in ensuring accurate information is obtained for the water supplied to the distribution system; however, we observed significant fluctuations in the billing data depending on assumptions within the queries. The current billing system is outdated and has limited functionality to query the data with confidence for any given Water Year. Therefore, given the City is not meeting the NRW reduction schedule as of WY2023 and based on our observations and discussions with City staff while preparing the water audits, we recommend the following work items be expedited such that they are complete by September 30, 2026:

1. Completing the Customer Meter Change-out Program
2. Contracting to have a third-party billing data audit
3. Reviewing and considering implementation of a new billing software and then completing another third-party billing audit once the billing software is in place.

These work items will improve the billing data integrity used in the water audit. The City intends to connect to Lake Michigan in 2028, and therefore it is imperative that the City demonstrate it has reached this goal in the water audit prior to connecting which is the water audit for WY2027, the period from October 1, 2026, through September 30, 2027. Therefore, to meet the NRW goal of less than 10% before connection to DWC, any critical NRW reduction strategies should be implemented by no later than September 30, 2026, such that the impacts can be observed in the WY2027 Water Audit.

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



WATER AUDIT AND NON-REVENUE WATER REDUCTION UPDATE

August 19, 2025

United City of Yorkville



Agenda

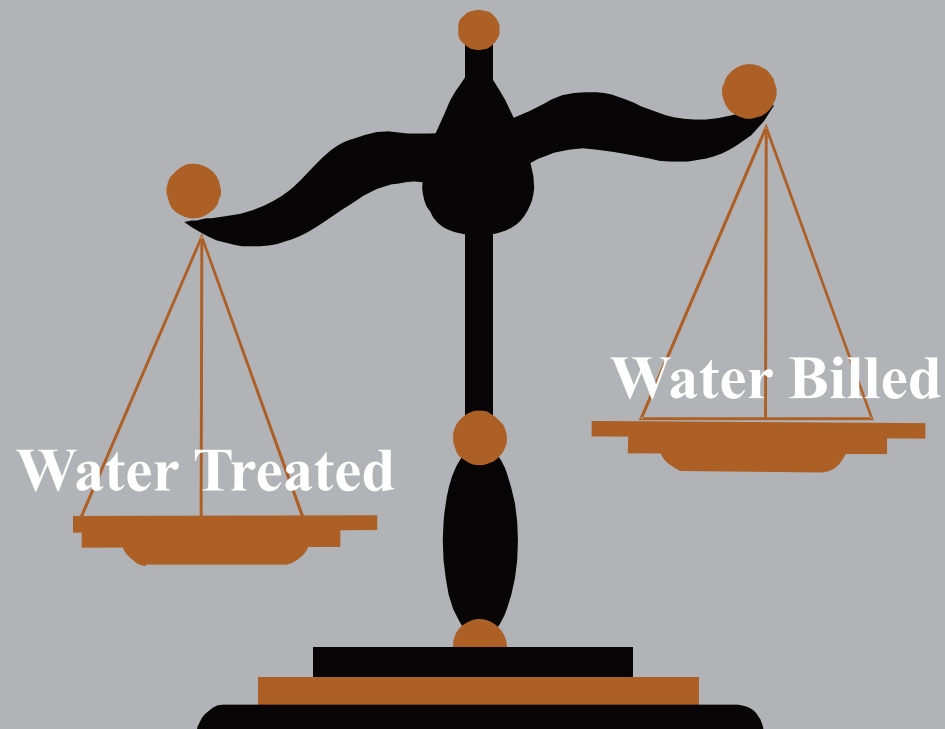
1. Water Audit Background / Progress
2. Non-Revenue Water Reduction Plan Initiatives
3. Lake Michigan Allocation Permit Status
4. Q&A



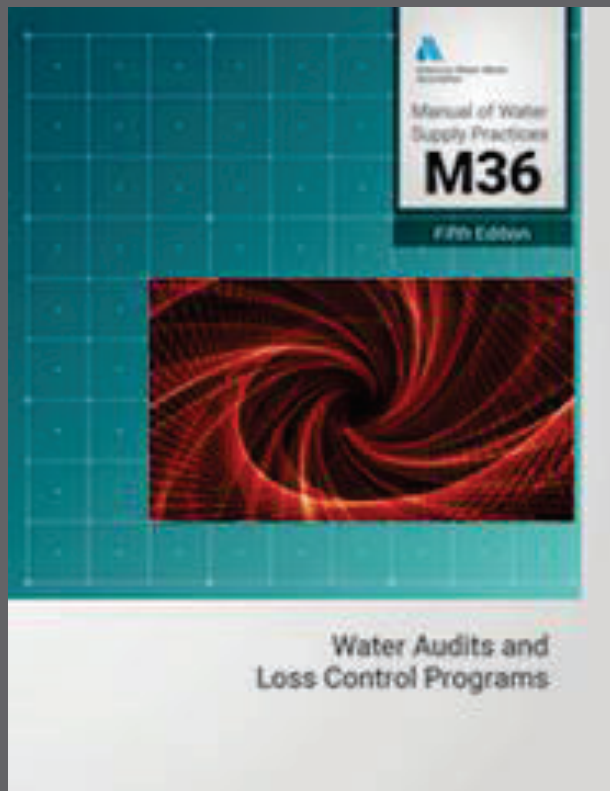
An aerial photograph of Chicago, Illinois, showing the city skyline on the left, a large body of water (Lake Michigan) on the right, and a sandy beach area in the foreground. A dark green rectangular overlay covers the left side of the image, containing the title text.

WATER AUDIT BACKGROUND/PROGRESS

Millions of Gallons of Water Being
Pumped into the Distribution
System Exceeds the Gallons Being Sold



AWWA M36 Manual and Water Audit Software



AWWA Free Water Audit Software: Reporting Worksheet

Water Audit Report for: **Northern San Leandro Combined Water Sewer Storm Utility District (0007500)**
 Reporting Year: **2012** **12/01 - 12/31/2012**

Please enter data to the right of & below. Where available, entered values must be used. Enter values as a ratio to the place or volume a ratio. Indicate your confidence in the accuracy of the input data by grading each response (1=not at all, 2=not good, 3=satisfactory, 4=good, 5=excellent) to the left of the input cell. Enter the response first to obtain a description of the grade.

All volumes to be entered: MILLION GALLONS (MG) PER YEAR

To select the entered data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own source	Grade	Value	Unit	Point	Value	Unit
Water imported	5	1,000.00	MG/yr	1	100.00	MG/yr
Water exported	5	100.00	MG/yr	1	10.00	MG/yr
WATER SUPPLIED:		800.00	MG/yr			

AUTHORIZED CONSUMPTION

Billed metered	Grade	Value	Unit	Point	Value	Unit
Billed unmetered	5	50.00	MG/yr	1	5.00	MG/yr
Unbilled metered	5	10.00	MG/yr	1	1.00	MG/yr
Unbilled unmetered	5	10.00	MG/yr	1	1.00	MG/yr
AUTHORIZED CONSUMPTION:		70.00	MG/yr			

WATER LOSSES (Water Supplied - Authorized Consumption)

Unauthorized consumption	Grade	Value	Unit	Point	Value	Unit
Unauthorized consumption	5	5.00	MG/yr	1	0.50	MG/yr
Customer metering inaccuracies	5	5.00	MG/yr	1	0.50	MG/yr
Systematic data handling errors	5	5.00	MG/yr	1	0.50	MG/yr
Apparent Losses:		15.00	MG/yr			

Real Losses (Current Annual Real Losses or CARR)

Real Losses = Water Losses - Apparent Losses	Grade	Value	Unit	Point	Value	Unit
Real Losses:		45.00	MG/yr			

WATER LOSSES:

Water Losses = Apparent Losses + Real Losses	Grade	Value	Unit	Point	Value	Unit
WATER LOSSES:		60.00	MG/yr			

NON-REVENUE WATER

Non-Revenue Water = Water Losses	Grade	Value	Unit	Point	Value	Unit
NON-REVENUE WATER:		60.00	MG/yr			

SYSTEM DATA

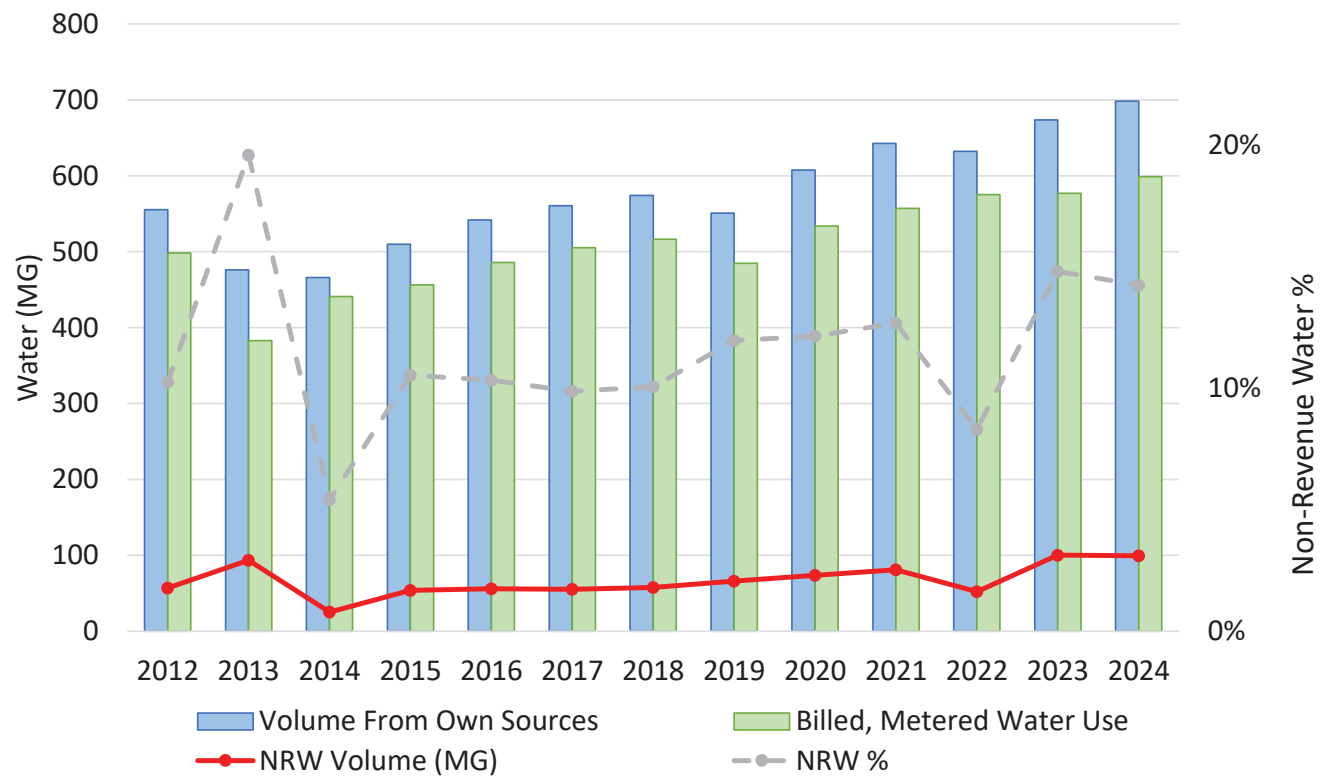
Length of mains	Grade	Value	Unit	Point	Value	Unit
Number of joints AND (joint) service connections	5	1.00	each	1	0.10	each
Service connection density	5	1.00	each mile	1	0.10	each mile
Are customer meters typically located at the curbstop or property line?	5	Yes		1	Yes	
Average length of customer service line	5	100.00	ft	1	10.00	ft
Average length of customer service line has been set to zero and a data grading score of 10 has been applied	5	100.00	ft	1	10.00	ft
Average operating pressure	5	100.00	psi	1	10.00	psi

COST DATA

Total annual cost of operating water system	Grade	Value	Unit	Point	Value	Unit
Customer retail unit cost (applied to Apparent Losses)	5	\$0.00	per MG	1	\$0.00	per MG
Variable production cost (applied to Real Losses)	5	\$0.00	per MG	1	\$0.00	per MG



HISTORICAL WATER AUDITS



Volume versus % of Volume

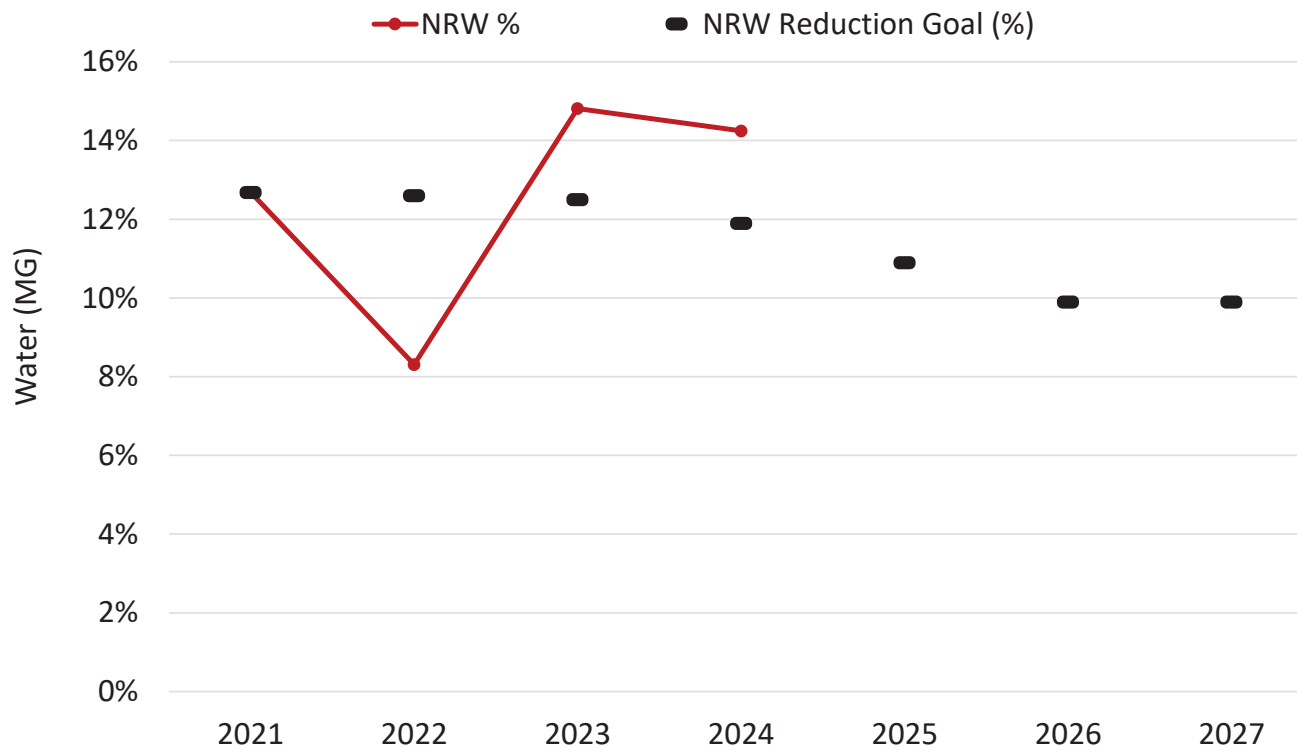
IDNR Submittal No. 1 - WY2024:

99.5 MG NRW

14.2% NRW

Billing data read dates
assumptions impact NRW





NRW Reduction Schedule

Water Year	NRW % Goal Per IDNR Submittal	Actual NRW %
WY2021	12.7%	12.7%
WY2022	12.6%	8.3%
WY2023	12.5%	14.8%
WY2024	11.9%	14.2%
WY2025	10.9%	
WY2026	9.9%	
WY2027	9.9%	



Non-Revenue Water Components (“Buckets”)

UNBILLED AUTHORIZED USE *“Free Water”*

- Hydrant Flushing
- Fire Use (Fire Use (Fighting, Training, Hydrant Maintenance
- Auto-Flushers
- Construction Uses
- Treatment Losses



APPARENT LOSSES *“Paper or Economic Losses”*

- Systematic Data Handling Error
- Customer Meter Inaccuracies
- Theft

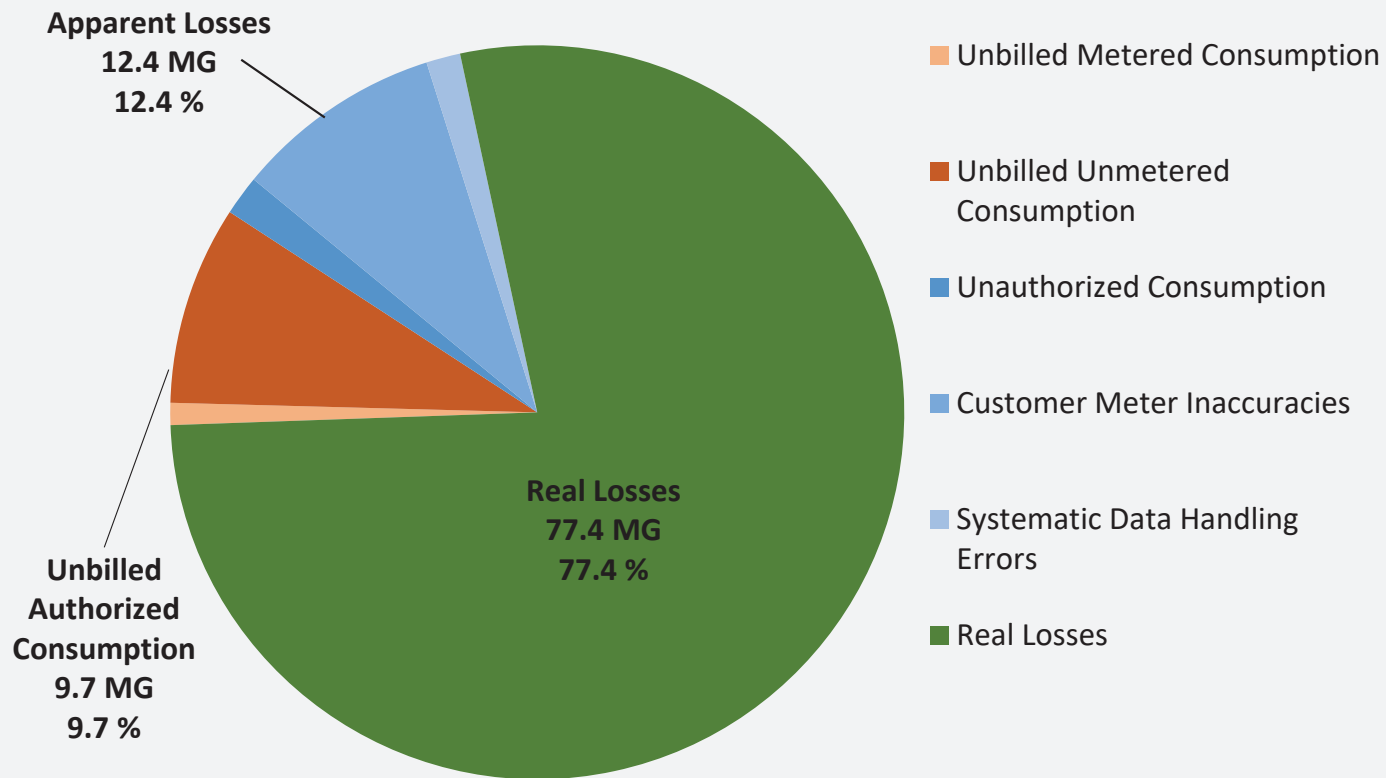


REAL LOSSES *“Physical Losses”*

- Water Main Breaks/Leaks
- Service Line Leakage up to Customer Meter
- Storage Tank Overflows



NON-REVENUE WATER – COMPONENTS BY VOLUME




WY2024 Water Audit:

99.5 MG NRW

14.2% NRW





NRW REDUCTION PLAN INITIATIVES

WATER SYSTEM IMPROVEMENT PLAN (FEBRUARY 2023)

Water Year 2021 Non-Revenue Water Reduction Strategies

United City of Yorkville, Kendall County, Illinois

Revised February 9, 2023

General		
Short-Term		Anticipated Deadline
G-1	Annual water loss audit completion	On-going
G-2	Establish a Water Loss Champion and Water Loss Task Force - Meet on a quarterly basis	2023
G-3	Initiate an education and outreach Program to City staff regarding water efficiency and water loss reduction strategies for operations	On-going
G-4	Monitor NRW annually and pivot with NRW reduction initiatives as appropriate	On-going
G-5	Continue to educate and encourage residents to conserve water	On-going
Unbilled Water Use		
Short-Term		Anticipated Deadline
U-1	Review unbilled (unmetered and metered)(Including, but not limited to Fire Protection Districts, ball fields, Bridge Park, lift stations, hydrant flushing, filling water mains during construction, Hometown Days, etc.)	2025
U-2	Amend policies as necessary to meter and charge for unbilled water as appropriate	2025
U-3	Develop a tracking/estimating system for all unmetered water	2025
Apparent Losses		
Short-Term		Anticipated Deadline
A-1	Implement annual master meter testing of effluent meters	2022
A-2	Continue with implementation of a customer (AMI) meter change-out program (replace 6000 to 6500 meters)	2026
A-3	Review billing software and potentially replace it	2025
A-4	Review and update enforcement efforts related to illegal water use policies/ordinances	2023
Long-Term		
A-5	Convert fully to AMI technology	TBD
A-6	Implement improvements based on discovered AMI capabilities	TBD
A-7	Develop a benchmark testing program for customer meters for accuracy and implement the plan	TBD
Real Losses		
Short-Term		Anticipated Deadline
R-1	Continue to implement the water main replacement program based on NRW desired goals. These goals are consistent with the current CIP in place which targets replacement of all pre-1970 water main as well as high water main break areas	On-going
R-2	Implement leak detection (100% of the system annually)	2022
R-3	Develop water main replacement plan for beyond the current 5-year CIP program. The plan will be based on water main age, condition, material, and break frequencies which may include water main condition analysis via modeling if needed at that time.	2028
R-4	Implement better tracking of water main breaks, including actual date of the water main break.	2023
Long-Term		
R-5	Monitor water main replacement rate and water reduction to determine impact on NRW and adjust accordingly	On-going
R-6	Install bi-directional flow meters at booster pump and pressure reducing valve stations that separate the five different pressure zones. These meters will allow real-time comparison between treated water and billed water within each pressure zone, essentially acting as district metered areas.	TBD

G:\Public\Yorkville\Water Loss Audits (NRW)\NRW Reduction Plan\2024\Tables-Graphs-YO-Read 1st day of the month\Except\2024-Final_MLP25-07-23.xlsx\NRW Strategies



NRW REDUCTION PLAN INITIATIVES

GENERAL PLAN ITEMS

- Complete Annual Water Audit
- Establish a Water Loss Team and Champion – Meets regularly
- Initiate an education program within the City
- Monitor Impact of NRW Initiatives

AWWA Free Water Audit Software: Reporting Worksheet

Water Audit Report for: Northern San Leandro Combined Water Sewer Storm Utility District (005100)

Reporting Year: 2012 10/01 - 10/01/2012

Please enter data in the white cells below. Yellow cells are calculated values. Red cells are values you must enter manually. Indicate your confidence in the accuracy of the input data by grading each input (1 = 100% using the drop-down list to the left of the input cell. Enter the value you want to use in the data or a description of the grade.

All values to be entered: MILLION GALLONS (MG) PER YEAR

To select the correct data grading for each input, determine the highest grade above the city needs or exceeds all criteria for that grade and all grades below it.

Master Meter Error Adjustment: Enter negative % or value for under-registration. Enter positive % or value for over-registration.

WATER SUPPLIED

Volume from own's source	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Volume from own's source	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Water imported	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Water exported	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
WATER SUPPLIED	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76																								

NRW REDUCTION PLAN INITIATIVES

UNBILLED AUTHORIZED WATER USE

- Convert Unbilled Water Use to Billed Water Use
- Improve the Tracking of Unbilled, Unmetered Water:
 - Fire Protection Districts Use
 - Flushing Hydrants
 - Construction Use



NRW REDUCTION PLAN INITIATIVES

APPARENT LOSSES

- Master and Effluent Meter Testing and Calibrating, Annually
- Customer Meter Replacement Program (AMI Technology) – City Budgeted \$2.8M combined in FY2026 and FY2027
- Review Billing Software and Replace/Update it if Necessary
- Review policies and enforcement efforts of illegal water use



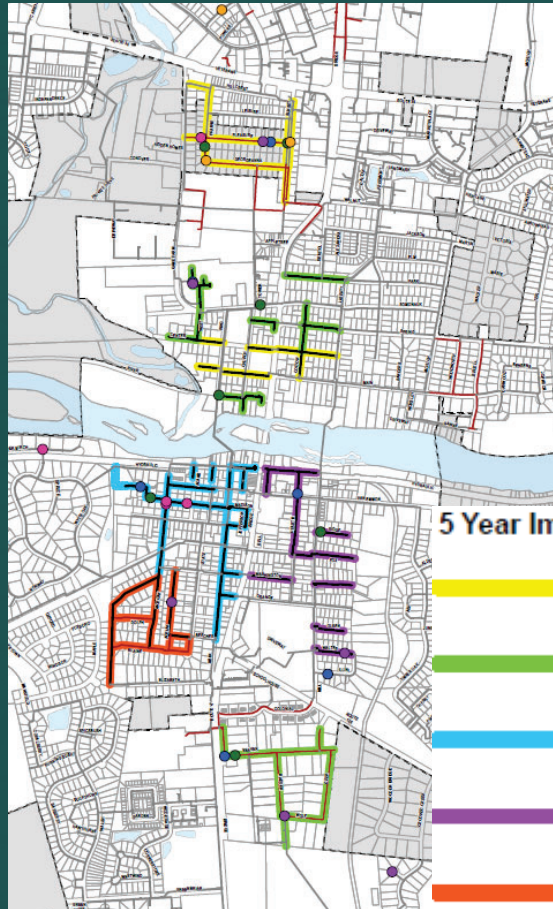
NRW REDUCTION PLAN INITIATIVES

REAL LOSSES

- Implemented GIS tracking of water main breaks
- Annual Leak Detection on 100% of Distribution System – Continue

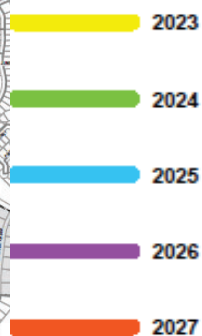


IDNR SUBMITTAL (JANUARY 2023)



Replace all
Pre-1970s
Water Main
Including
High Main
Break
Locations

5 Year Improvement Plan

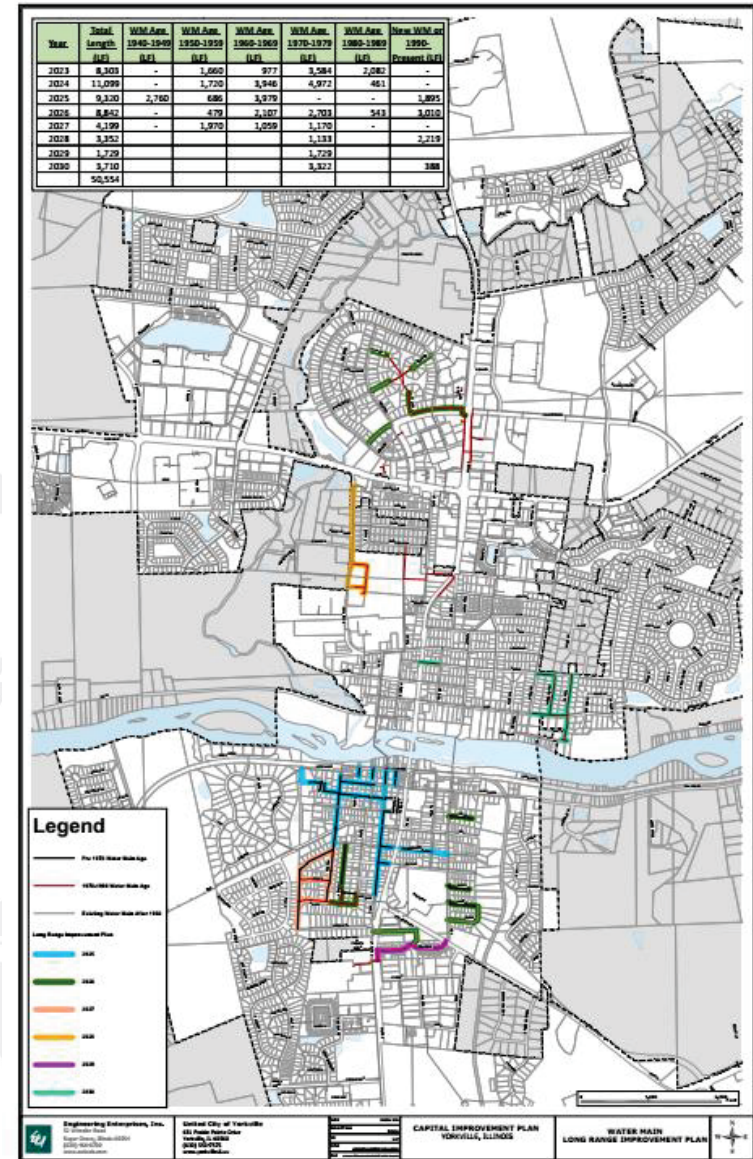


WATER MAIN REPLACEMENT PROGRESS

- Replaced 5.4 miles of water main from 2023-2025 out of 7.2 miles through 2027
- Developed an on-going water main replacement program through 2030 and passed rates to fund the additional water main replacement

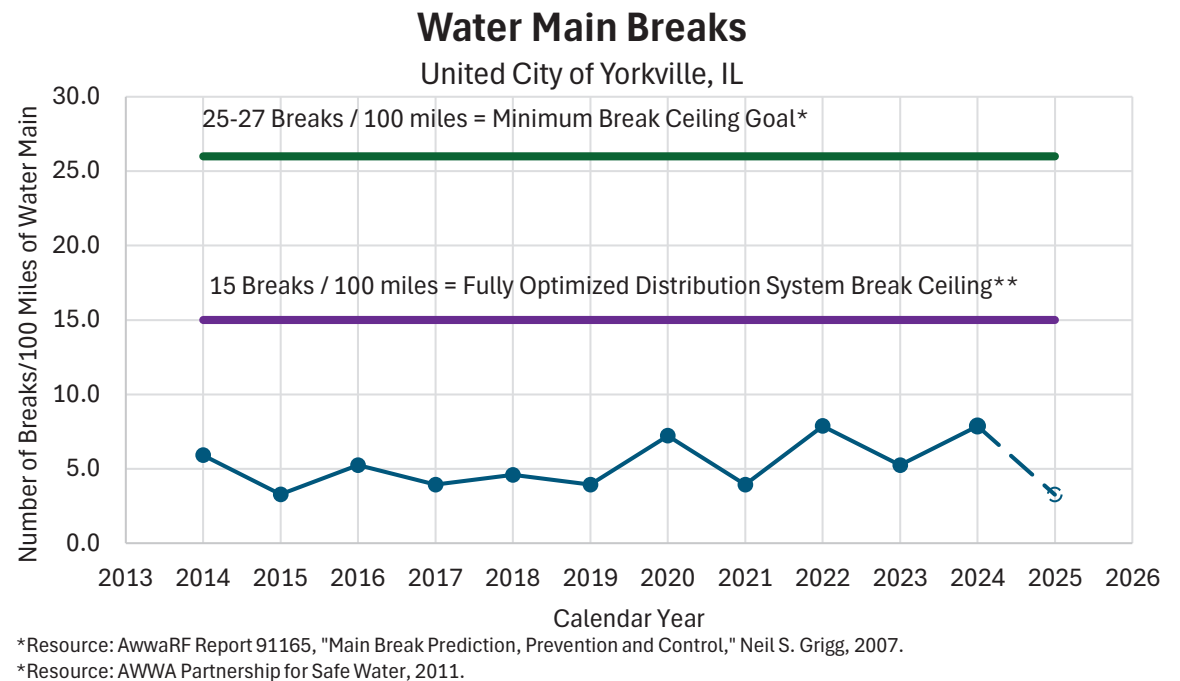
WATER MAIN REPLACEMENT PROGRAM - UPDATED

Year	Total Length (LF)	WM Age 1940-1949 (LF)	WM Age 1950-1959 (LF)	WM Age 1960-1969 (LF)	WM Age 1970-1979 (LF)	WM Age 1980-1989 (LF)	New WM or 1990-Present (LF)
2023	8,303	-	1,660	977	3,584	2,082	-
2024	11,099	-	1,720	3,946	4,972	461	-
2025	9,320	2,760	686	3,979	-	-	1,895
2026	8,842	-	479	2,107	2,703	543	3,010
2027	4,199	-	1,970	1,059	1,170	-	-
2028	3,352				1,133		2,219
2029	1,729				1,729		
2030	3,710				3,322		388
	50,554						



DOES THE VOLUME OF REAL LOSSES MAKE SENSE?

- Annual Leak Detection on 100% of Distribution System (Minimal leaks found)
- Replaced 5.4 Miles of Water Main Since WY2021 Audit
- # of Water Main Breaks is acceptable





HOW WATER LOSSES ARE CALCULATED IN THE WATER AUDIT

1. Calculate the NRW Volume

$$\text{NRW} = \text{Water Supplied} - \text{Billed Authorized Consumption}$$

2. Identify the NRW Buckets

$$\text{NRW} = \text{Unbilled Authorized Consumption} + \text{Apparent Losses} + \text{Real Losses}$$

3. Calculate/Estimate Unbilled Authorized Use

$$\text{Unbilled Authorized Use} = \text{Unbilled Metered Water} + \text{Unbilled Unmetered Water}$$

4. Calculate/Estimate Apparent Losses

$$\text{Apparent Losses} = \text{Unauthorized Consumption} + \text{Customer Metering Inaccuracies} + \text{Systematic Data Handling Error}$$

5. Calculate/Estimate Real Losses

$$\text{Real Losses} = \text{NRW} - \text{Unbilled Authorized Consumption} - \text{Apparent Losses}$$

6. Do the "Buckets" Make Sense?

Review the results to determine if the volumes seem feasible given your knowledge of the system


NON-REVENUE WATER REDUCTION PLAN FOCUS

- Unbilled Authorized Use
 - ✓ Review Billing Software and Replace/Update, if Necessary
 - ✓ **Contract to have a third-party billing data audit (Anticipate Sept. 2025 → Included in current budget and funding available given new rate structure)**
- Apparent Losses
 - ✓ **Customer Meter Replacement Program**
 - ✓ Continue Annual Master and Effluent Meter Testing and Calibrating
- Real Losses
 - ✓ Annual Leak Detection on 100% of Distribution System
 - ✓ Continue with Annual Water Main Replacement Program



NON-REVENUE WATER REDUCTION PLAN FOCUS

- Recommend expediting the following to complete by September 30, 2026:
 - ✓ Customer Meter Replacement Program
 - ✓ Review Billing Software and Replace/Update, if Necessary
 - ✓ Contract to have a third-party billing data audit (Anticipate City Council approval Sept. 2025. This is included in current budget and funding available given new rate structure.)



LAKE MICHIGAN ALLOCATION PERMIT STATUS (LMO-22-06)

IDNR PERMIT SCHEDULE/STATUS

- Final Order from IDNR 10/14/23
- Met with IDNR for Water Audit Update 7/29/25
- IDNR Permit Issued

- Submit Last Water Audit Prior to Lake Michigan Connection January 2027
(10/1/26-9/30/27)
- DWC Commissioning Spring 2028
- Connection to DWC/Lake Michigan Water Summer 2028





QUESTIONS OR COMMENTS?

We're here to help any way we can!





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

Agenda Item Number

New Business #2

Tracking Number

PW 2025-71

Agenda Item Summary Memo

Title: Quiet Zone Update Presentation

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: A presentation will take place.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



QUIET ZONE PRESENTATION

United City of Yorkville



Agenda

1. Train Horn Rule
2. Quiet Zone Requirements
3. BNSF Quiet Zone
4. Downtown Quiet Zone
5. ITEP Grant
6. Questions



TRAIN HORN RULE

- Law that Regulates Train Horns
- Established in 2005 by the Federal Railroad Administration (FRA)
- Requires Trains Blow Their Horns in Advance of Public Highway-Rail Crossings
 - Must blow their horns a minimum of 15 seconds and a maximum of 20 seconds in advance
 - Provided Local Communities the Option of Silencing Them with a Quiet Zone



QUIET ZONE REQUIREMENTS

- Quiet Zone Risk Index Must Be Less Than or Equal to Risk Index with Horns
 - Requires Additional Safety Measures Such As:
 - Delineators
 - Non-Traversable Medians
 - One-Way Streets
 - Crossing Closures
 - Quad Gates



QUIET ZONE REQUIREMENTS (continued)

- Minimum Length is ½ Mile
 - Any Crossings Within a ½ Mile Must Be Included in the Proposed Quiet Zone Even if They Are Outside Your Jurisdiction
- Each Crossing Must Have at Minimum the Following Warning Systems:
 - Flashing Lights
 - Gates
 - Constant Warning Time Detection (CWT)
- On-Site Diagnostic Meeting Review with FRA, Railroad, ICC and IDOT
- Provide Notice of Intent (NOI) To FRA, Railroad, ICC & IDOT
- Installation of Proposed Safety Measures
- Notice of Establishment (NOE)



© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 103–110



BNSF Quiet Zone

- Beecher Road
 - Constant Warning Time, Gates & Lights
- Cannonball Trail
 - Not Included, Kendall County Completing Separately
- Kennedy Road
 - Constant Warning Time, Gates & Lights
 - Pedestrian Crossing To Be Reviewed By Diagnostic Team
- Mill Road
 - Constant Warning Time, Gates & Lights



BNSF Quiet Zone

- Proposed Improvements
 - Kennedy Road – 100' of Delineators at Each Side of the Crossing
 - Mill Road – 100' of Delineators at Each Side of the Crossing
 - Beecher Road – 100' of Delineators at Each Side of the Crossing
- Estimated Cost = \$20K/crossing



BNSF Quiet Zone

- BNSF Requires Preliminary Engineering Agreement Prior To Diagnostic Meeting Attendance
 - Covers Desktop Review Ahead of Diagnostic Meeting
 - Covers Diagnostic Meeting Travel and Attendance
 - Includes Budget for Follow Up Conference Calls & Other Coordination
 - Estimated at \$28,099 but City Will Be Billed Based On Actual Costs
- Proposed Project Schedule
 - Approval of BNSF Agreement – August
 - Diagnostic Meeting – September/October
 - NOI – October (Requires 60 Day Comment Period)
 - NOE - January
 - Quiet Zone Establishment – February



Next Steps – BNSF Quiet Zone

City Council Approval
of BNSF Agreement

1

Schedule Diagnostic
Meeting

2

3

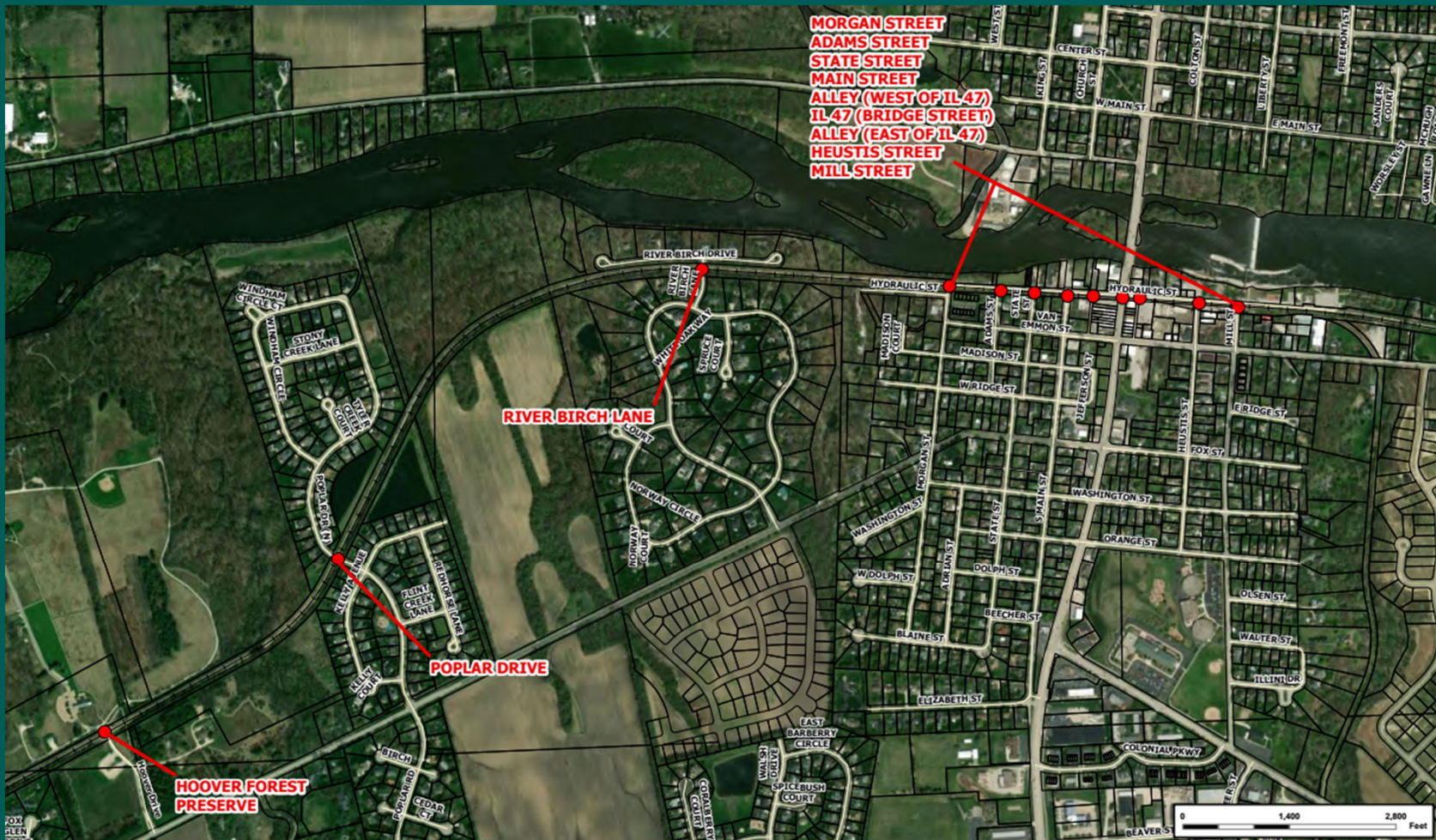
Submit Notice of
Intent

4

Submit Notice of
Establishment of
Quiet Zone



Downtown Quiet Zone



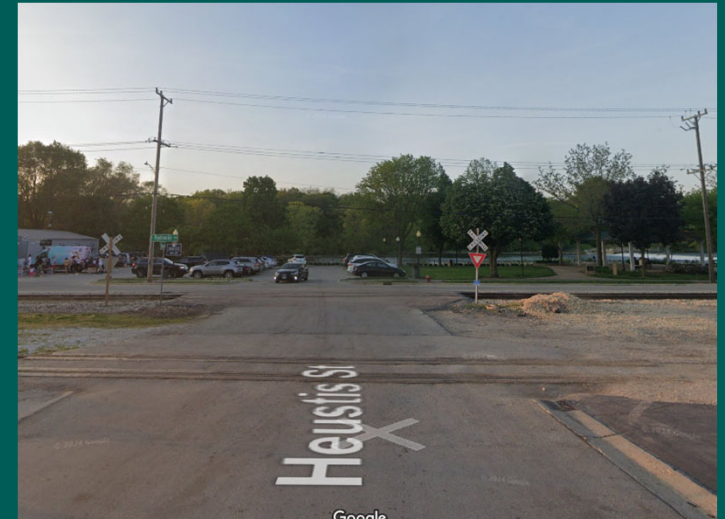
Downtown Quiet Zone

- Hoover Forest Preserve
 - CWT, Gates & Lights
- Poplar Drive
 - CWT, Gates & Lights
- River Birch Lane
 - Lights, No Gates or CWT
- Morgan Street
 - No Warning Devices
- Adams Street
 - No Warning Devices
- State Street
 - No Warning Devices
- Main Street
 - No Warning Devices
- West Alley
 - No Warning Devices
- IL Route 47
 - CWT, Gates & Lights
- East Alley
 - No Warning Devices
- Heustis Street
 - No Warning Devices
- Mill Street
 - No Warning Devices



Downtown Quiet Zone

- Warning Device Costs
 - \$700K for New Crossing Surface, Gates, Lights and CWT
 - CWT Will Require Drainage Improvement To Function Correctly
- Hydraulic Avenue Considerations
 - Edge of Pavement Must Be Shifted 10' North To Allow Room for Gate Mechanisms
- Schedule
 - Requires Agreement Between Railroad and City ~ 12 Months
 - 90 Days for Material Procurement
 - 3 Weeks of Construction Per Crossing



Downtown Quiet Zone

- Funding Possibilities
 - Grade Crossing Inventory Fund
 - Pays for Crossing Updates Such as Gates, Signals & CWT
 - Gives Credit for Crossing Closures
 - Other Federal Opportunities
 - Currently None Available, Typically Come Out in October
 - Railroad Willing To Partner With City
 - Other State Opportunities
 - ITEP Project

Minor Street	AADT	Dates Collected
Adams Street	44 vehicles	12/17/2024 – 12/18/2024
Alley (East of IL 47)	545 vehicles	01/02/2025 – 01/03/2025
Alley (West of IL 47)	238 vehicles	12/20/2024 – 12/23/2024
Heustis Street	400 vehicles	12/27/2024 – 01/01/2025
Hoover Forest Preserve	91 vehicles	01/07/2025 – 01/08/2025
Illinois Route 47	24,800 vehicles	2023
Mill Street	392 vehicles	12/26/2024 – 12/27/2024
Morgan Street	274 vehicles	12/16/2024 – 12/17/2024
Poplar Drive	593 vehicles	01/06/2025 – 01/07/2025
River Birch Lane	52 vehicles	01/03/2025 – 01/06/2025
State Street	132 vehicles	12/18/2024 – 12/19/2024
South Main Street	281 vehicles	12/19/2024 – 12/20/2024



Next Steps – Downtown Quiet Zone

Preliminary Meeting
with FRA To Discuss
Quiet Zone Options

1

3

Investigate Grants
and Funding
Opportunities

Public Information Meeting
To Discuss Preliminary
Quiet Zone Options and
Possible Road Closures

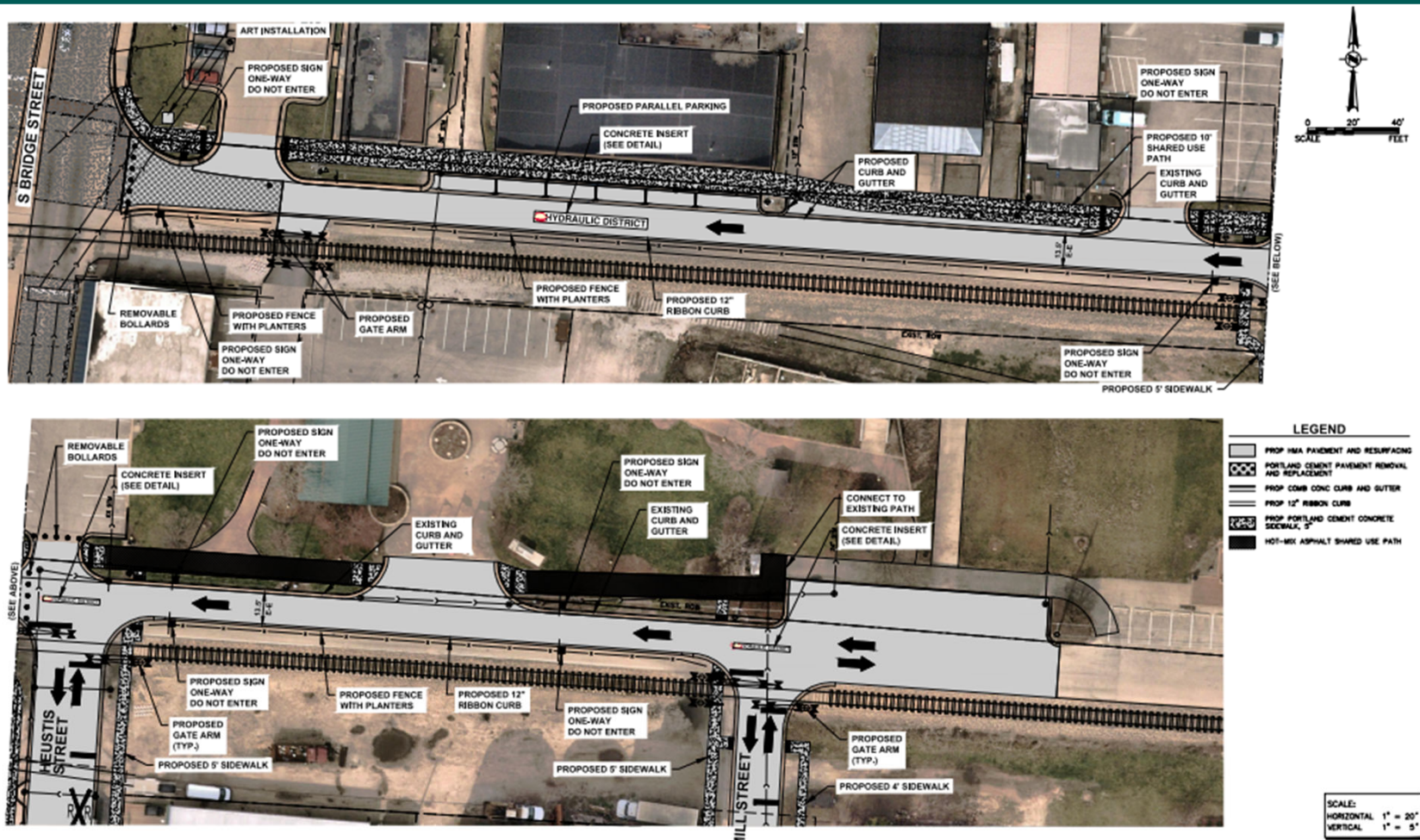
2

4

Engage Railroad To
Discuss Agreements and
Project Implementation for
Crossing Improvements



ITEP Project



ITEP Project

- City was Selected for ITEP Grant (2.994M)
- 80/20 Split for Phase II, Phase III and Construction
- 50/50 Split for Street Lighting
- Phase I Engineering 100% Locally Funded
- Project Must Be Start Within 4 Years
- Proposed Schedule
 - Start Phase I Engineering October 2025 ~ 18-24 Months
 - Start Phase II Engineering Early 2027
 - November 2028 Letting



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-6149

June 09, 2025

Mr. John Purcell
Mayor
651 Prairie Pointe Drive
Yorkville, Illinois, 60560

Dear Mr. Purcell:

The Illinois Department of Transportation (IDOT) is pleased to inform you that the United City of Yorkville has been selected to receive funding from the Illinois Transportation Enhancement Program (ITEP) funding Cycle 16 (2024). 238 applications were received, requesting over \$393 million. After careful review and consideration, IDOT is awarding 67 projects, totaling over \$139 million.

The complete list of funded projects can be found on the [ITEP website](#).

Grantee: United City of Yorkville
Award amount: \$2,999,400.00
Project Title: East Hydraulic Streetscape Project
The ITEP number will be 356016.

All ITEP funded projects must have all phases of work fully obligated within four years of the date of this letter or funds will be rescinded.

This letter serves as a notification of award, but **NOT** an official Notice to Proceed. There are numerous critical steps that must be completed before work can commence. Any work started prior to receiving Notice to Proceed will not be eligible for reimbursement.

Please contact Steve Chery, IDOT District Three Local Roads and Streets Engineer, to schedule a kick-off meeting and receive instructions for proceeding with your project. Steve Chery may be reached at 815-434-8426 or steve.chery@illinois.gov.

Sincerely,

Gia Biagi
Secretary





QUESTIONS OR COMMENTS?





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

Agenda Item Number

New Business #3

Tracking Number

PW 2025-72

Agenda Item Summary Memo

Title: 2026 Road to Better Roads MFT Project Design Engineering Services Proposal

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Proposed design engineering agreement from EEI for the MFT portion of the
yearly Road to Better Roads program.

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: August 12, 2025
Subject: RTBR MFT Project Design Eng. Agreement

Summary

A proposed design engineering agreement from EEI for the MFT portion of our Road to Better Roads program.

Background

This is our yearly pavement replacement program that we have been performing for over a decade. This program is approximately \$1.6M per year on average and was our only road program until 2 years ago when the supplemental program was approved to assist with paving additional areas each year.

For the upcoming year, the proposed areas are River's Edge, Briarwood, and continuing to patch and repair the concrete pavement around the Menard's area.

EEI is proposing a fixed fee of \$89,914 and direct expenses to be \$6,000 for a total of \$95,914. For this amount, EEI proposed to provide project management, geotechnical investigations and reports, preparing pre-final plans with EOPC, submitting plans to IDOT and gaining approval, and bidding and contracting.

There is currently \$92,000 budgeted in the approved FY26 budget for this expense. Although EEI's proposed fee is slightly higher, staff believes we can keep this project under budget.

Recommendation

Staff recommends approval of this proposed agreement with EEI in the amount of \$95,914.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to perform patching and concrete pavement repairs in various areas around River's Edge, Briarwood, and the Menards area (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 *2026 Road*

to Better Roads Program, 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

**2026 Road to Better Roads Program
United City of Yorkville
Professional Services Agreement – Design Engineering**

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$89,914, of which direct expenses are estimated at \$6,000. 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 City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

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



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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

- | | |
|----------------------|---|
| Attachment A: | Standard Terms and Conditions |
| Attachment B: | Scope of Services |
| Attachment C: | Estimated 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. 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.



**2026 Road to Better Roads Program
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

- Process required documents with the Illinois Department of Transportation for Motor Fuel Tax Projects including:
 - BLR 14220 - Resolution
 - BLR 14222 - Municipal Estimate of Maintenance Costs
 - BLR 11510 - Preliminary Estimate of Cost
- Conduct site visit(s) to assess condition of existing pavement, curb and gutter, sidewalk, drainage, structures and identify non-compliant sidewalk curb ramps.
- Conduct site visit(s) to assess condition of existing concrete pavement on Carpenter Street, Countryside Parkway, Marketview Drive and Menard Drive.
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary.
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary.
- Coordinate documentation for CCDD Management of soils, as necessary.
- Coordinate and develop with City Staff the final scope of improvements
- Coordinate City wide striping program
- Coordinate City wide crack sealing program
- Confirm pavement design and rehabilitation methodology.
- Prepare MFT General Maintenance Section bid package, and ancillary documents, including:
 - BLR 12200 – Local Public Agency Formal Contract Proposal
 - BLR 12201 – Schedule of Prices
 - BLR 12230 – Local Agency Proposal Bid Bond
 - BLR 12325 - Apprenticeship Certification
 - BLR 12326 – Affidavit of Illinois Business Office
 - BC 57 - Affidavit of Availability
 - Index for Supplemental Specifications and Recurring Special Provisions
 - Check Sheet for Recurring Special Provisions
 - BLR 11310 - Special Provisions
 - Bureau of Design and Environment Special Provisions/Check sheets
 - Local Roads Special Provisions
 - Location Map
 - Existing/Proposed Typical Sections
 - Summary of Quantities
 - Proposed Plan Sheets
 - Prevailing Wage
 - Highway Standards
 - City Standards/Details
 - Core Report (Provided by Rubino Engineering)
 - CCDD Documents (Provided by Rubino Engineering)
- Coordinate IDOT and City review, including revisions and approval
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract



- Attend public meetings with Staff to review design progress
- Provide all bid packages in 8 ½" x 11½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule



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

CLIENT			PROJECT NUMBER		
United City of Yorkville			YO2523-P		
PROJECT TITLE			DATE		PREPARED BY
2026 Road To Better Roads Program - Design Engineering			8/7/25		CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 1	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$218	\$193	\$175	\$171	\$146	\$75		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		4	14	10	4				32	\$ 6,666
2.2	Project Meetings		4	4	4	6				18	\$ 3,678
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)			4		6				10	\$ 1,922
2.4	Analyze/Finalize Roadway Rehabilitation Methods			2		10				12	\$ 2,186
2.5	Site Review, Identification of Required Improvements			8	24	80				112	\$ 20,376
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%			12	48	120	6	12	4	202	\$ 35,958
2.7	Prepare Engineer's Opinion of Probable Construction Cost - 90%		2	2		8				12	\$ 2,328
2.8	Submit Bid Package for IDOT Review			2	4	8				14	\$ 2,608
2.9	Revise and Resubmit Bid Package for IDOT Approval/Advertisement			2	4	4	2	4	2	18	\$ 2,984
2.10	Bidding and Contracting		2	6	6	12			2	28	\$ 5,208
Design Engineering Subtotal:			12	56	100	258	8	16	8	458	\$ 83,914
PROJECT TOTAL:			12	56	100	258	8	16	8	458	83,914

EEI STAFF

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

DIRECT EXPENSES

Printing/Scanning = \$ 300
 Rubino (Cores & CCDD) = \$ 5,700

DIRECT EXPENSES = \$ 6,000

LABOR SUMMARY

EEI Labor Expenses = \$ 83,914
TOTAL LABOR EXPENSES \$ 83,914

TOTAL COSTS \$ 89,914

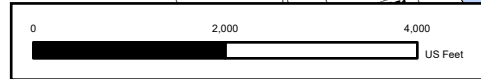
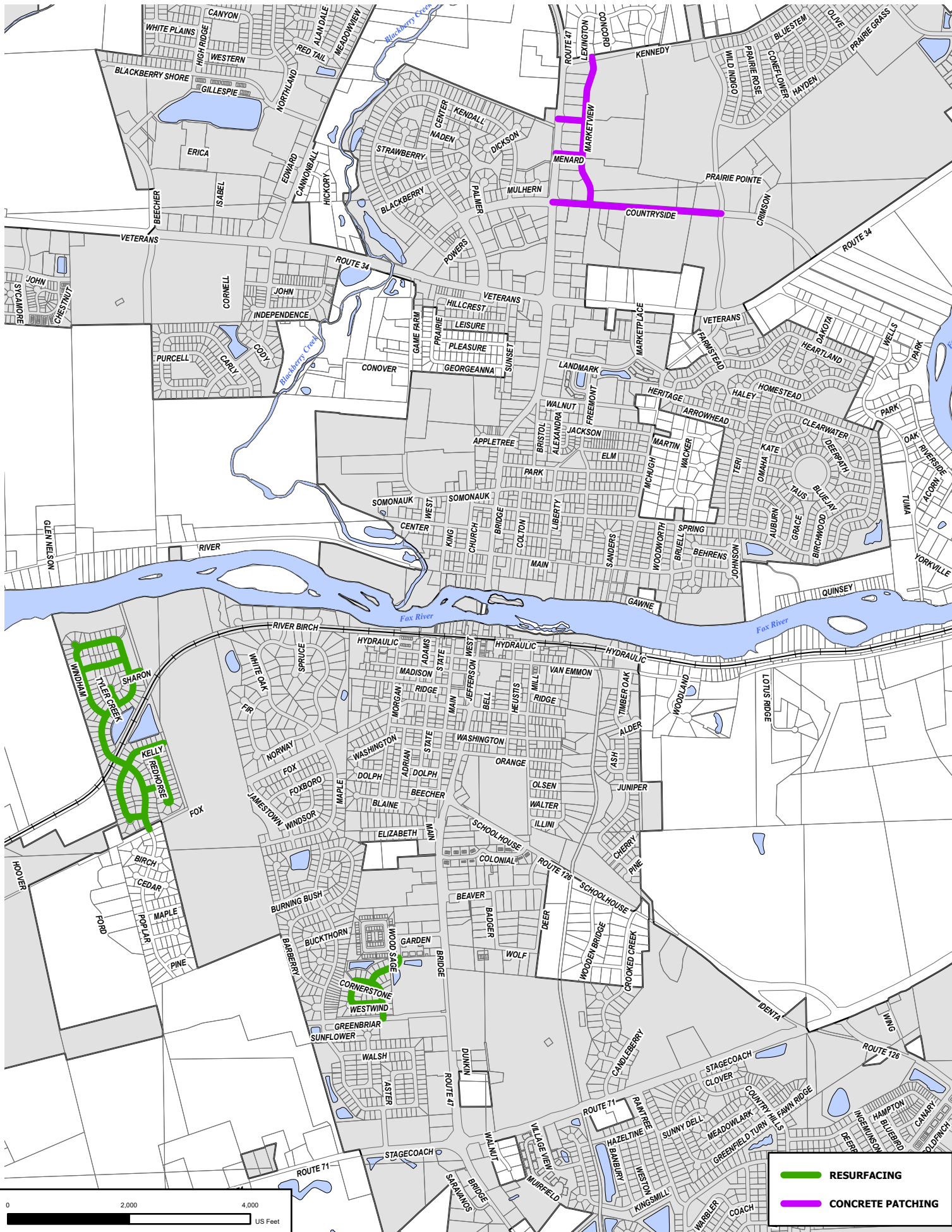


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER							
United City of Yorkville						YO2523							
PROJECT TITLE						DATE		PREPARED BY					
2026 Road to Better Roads Program - Design Engineering						8/8/25		CJO					
TASK NO.	TASK DESCRIPTION												
		2025				2026							
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
DESIGN ENGINEERING													
2.1	Project Management and Coordination												
2.2	Project Meetings												
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)												
2.4	Analyze/Finalize Roadway Rehabilitation Methods												
2.5	Site Review, Identification of Required Improvements												
2.6	Prepare Pre-Final Bid Package/Exhibits - 90%												
2.7	Prepare Engineer's Opinion of Probable Construction Cost - 90%												
2.8	Submit Bid Package for IDOT Review; IDOT Review												
2.9	Revise and Resubmit Bid Package for IDOT Approval/Advertisement												
2.10	Bidding and Contracting												
	Construction*												

* A separate construction engineering agreement will be provided.







ENGINEERING ENTERPRISES, INC.

ATTACHMENT F

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



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 #4

Tracking Number

PW 2025-73

Agenda Item Summary Memo

Title: 2026 RTBR Supplemental Paving Project Design Engineering Services Proposal

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Proposed design engineering agreement from EEI for the supplemental portion
of the yearly Road to Better Roads program.

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: August 12, 2025
Subject: RTBR Supplemental Paving Design Eng. Agreement

Summary

A proposed design engineering agreement from EEI for the 2026 Supplemental Paving project.

Background

This program was started a few years ago to assist our MFT program in paving all the streets that need it. The City has many streets in subdivisions that were paved in the early 2000's that were all coming due for repaving at approximately the same time along with our normal paving and paving areas of water main replacement instead of just patching the water main trench. This year, the areas of focus are Fox Highlands, portions of Raintree Village, and areas in the older part of town on the south side where it is in conjunction with the water main replacement program.

EEI is proposing a fixed fee of \$179,992 and direct expenses to be \$14,740 for a total of \$194,732. For this amount, EEI proposed to provide project management, geotechnical investigations, and reports, preparing pre-final plans with EOPC, submitting plans to IDOT and gaining approval, and bidding and contracting.

There is currently \$180,000 budgeted in the approved FY26 budget for this expense. Although EEI's proposed fee is slightly higher, staff believes we can keep this project under budget.

Recommendation

Staff recommends approval of this proposed agreement with EEI in the amount of \$194,732.

Resolution No. 2025-_____

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

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

WHEREAS, the City's Public Works Department plans to perform repaving to various streets within the Fox Highlands and Raintree Subdivisions, and areas on the south side in conjunction with the water main replacement program (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 *2026 Local*

Road Program, 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

**2026 Local Road Program
United City of Yorkville
Professional Services Agreement – Design Engineering**

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$179,992, of which direct expenses are estimated at \$14,740. 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 City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

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



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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

- | | |
|----------------------|---|
| Attachment A: | Standard Terms and Conditions |
| Attachment B: | Scope of Services |
| Attachment C: | Estimated 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. 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.



**2026 Local Road Program
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary
- Coordinate documentation for CCDD management of soils, as necessary
- Coordinate and develop with City staff the final scope of improvements
- Conduct site visits to assess condition of existing pavement, curb and gutter, sidewalk, ADA compliance, drainage and structures
- Conduct site visit for City Wide Sidewalk Rehabilitation Program
- Confirm pavement design and rehabilitation methodology
- Prepare construction specifications, consisting of, but not limited to the following:
 - All required bidding and letting information and contractual forms
 - City special provisions and contracting information
 - Project specific specifications and special provisions
 - State specifications and provisions
 - Prevailing Wages
 - Bureau of Design and Environmental special provisions
 - Local Roads special provisions
 - Location Map
 - IDOT Highway Standards
 - Pavement Core Reports (Provided by Rubino Engineering)
 - CCDD Documents (Provided by Rubino Engineering)
 - Summary of Quantities
 - Aerial Exhibits showing improvement limits
 - Existing and Proposed typical sections
 - Proposed Plan Sheets
- Coordinate City Asphalt Rejuvenation Program for streets that were resurfaced in 2025
- Coordinate City Wide Sidewalk Replacement Program
- Coordinate City review, including revisions as needed
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required
- Attend public meetings with staff to review design progress
- Provide all bid packages in 8 ½" x 11 ½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule



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

CLIENT					PROJECT NUMBER		
United City of Yorkville					YO2523-P		
PROJECT TITLE					DATE		PREPARED BY
2026 Road To Better Roads Program - Design Engineering					8/7/25		CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 1	ST	ADMIN	HOURS	COST
		PERSON									
		RATE	\$246	\$218	\$193	\$175	\$171	\$146	\$75		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		6	32	16	8				62	\$ 12,940
2.2	Project Meetings		4	6	6	8				24	\$ 4,850
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)			4		8				12	\$ 2,272
2.4	Analyze/Finalize Roadway Rehabilitation Methods			4	4	8				16	\$ 3,044
2.5	Site Review, Identification of Required Improvements			12	72	160				244	\$ 44,512
2.6	Final Exhibits, Plans, Specifications and Estimates			12	96	180	64	120	4	476	\$ 81,408
2.7	Prepare Engineer's Opinion of Probable Construction Cost		2	6	8	12				28	\$ 5,444
2.8	QC/QA of Bid Package			18	6					24	\$ 5,082
2.9	Bidding and Contracting		4	6	6	12			2	30	\$ 5,700
Design Engineering Subtotal:			16	100	214	396	64	120	6	916	\$ 165,252
PROJECT TOTAL:			16	100	214	396	64	120	6	916	165,252

EEI STAFF

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

DIRECT EXPENSES

Printing/Scanning = \$ 500
 Rubino (Cores & CCDD) = \$ 14,240

DIRECT EXPENSES = \$ 14,740

LABOR SUMMARY

EEI Labor Expenses = \$ 165,252
TOTAL LABOR EXPENSES \$ 165,252

TOTAL COSTS \$ 179,992



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER					
United City of Yorkville						YO2523					
PROJECT TITLE						DATE		PREPARED BY			
2026 Local Road Program - Design Engineering						8/8/25		CJO			
TASK NO.	TASK DESCRIPTION										
		2025				2026					
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
DESIGN ENGINEERING											
2.1	Project Management and Coordination										
2.2	Project Meetings										
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)										
2.4	Analyze/Finalize Roadway Rehabilitation Methods										
2.5	Site Review, Identification of Required Improvements										
2.6	Final Exhibits, Plans, Specifications and Estimates										
2.7	Prepare Engineer's Opinion of Probable Construction Cost										
2.8	QC/QA of Bid Package										
2.9	Bidding and Contracting										
	Construction*										

* A separate construction engineering agreement will be provided.





ENGINEERING ENTERPRISES, INC.

ATTACHMENT F

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



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 #5

Tracking Number

PW 2025-74

Agenda Item Summary Memo

Title: 2024 Water Main Replacement (Contract A) – Change Order No. 1 (Final)

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Consideration of Change Order No. 1 – Final

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: August 19, 2025
Subject: 2024 Water Main Improvements – Contract A

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

A Change Order, as defined by 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 Conley Excavating, Inc. entered into an agreement for a Contract value of **\$2,312,286.15** for the above referenced project.

Questions Presented:

Should the City approve Change Order No. 1 (Final Balancing) which would **decrease** the contract amount by \$250,129.84.

Discussion:

Please see the attached summary spreadsheet.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. (Final Balancing) in the amount of (\$250,129.84).

CHANGE ORDER

Order No. 1 (Final Balancing)

Date: August 19, 2025

Agreement Date: April 23, 2024

NAME OF PROJECT: 2024 Water Main Improvements – Contract A

OWNER: United City of Yorkville

CONTRACTOR: Conley Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$2,312,286.15

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$2,312,286.15

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by:
\$250,129.84

The new CONTRACT PRICE including this CHANGE ORDER will be: \$2,062,156.31

Change to CONTRACT TIME:

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

The date for substantial completion for all work except restoration

The date for completion for all work will be

Justification

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

Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: Conley Excavating, Inc.


PAYABLE TO:		ENGINEERS PAYMENT ESTIMATE NO. 4						PAY PERIOD			
ADDRESS:		2024 WATER MAIN REPLACEMENT - CONTRACT A						FROM:	10/31/2024	TO:	6/18/2024
		CITY OF YORKVILLE									
ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
1	TREE REMOVAL	UNIT	46	\$ 4,646.00	31.0		\$ 101.00	0.0	\$ -	77.0	\$ 7,777.00
2	TREE ROOT PRUNING	EACH	15	\$ 2,250.00		15	\$ 150.00	0.0	\$ -	0.0	\$ -
3	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	3	\$ 17,160.00		1	\$ 5,720.00	0.0	\$ -	2.0	\$ 11,440.00
4	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 4,700.00	2.0		\$ 4,700.00	0.0	\$ -	3.0	\$ 14,100.00
5	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	13	\$ 41,925.00			\$ 3,225.00	0.0	\$ -	13.0	\$ 41,925.00
6	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	16	\$ 26,080.00			\$ 1,630.00	0.0	\$ -	16.0	\$ 26,080.00
7	WATER MAIN, D.I.P, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	865	\$ 146,185.00			\$ 169.00	0.0	\$ -	865.0	\$ 146,185.00
8	WATER MAIN, D.I.P, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	3865	\$ 452,205.00		339	\$ 117.00	0.0	\$ -	3526.0	\$ 412,542.00
9	DUCTILE IRON FITTINGS	LBS	4220	\$ 50,640.00	1995.0		\$ 12.00	0.0	\$ -	6215.0	\$ 74,580.00
10	WATER SERVICE CONNECTION, 1-INCH	EACH	40	\$ 100,200.00	17.0		\$ 2,505.00	0.0	\$ -	57.0	\$ 142,785.00
11	WATER SERVICE PIPE, PEX, 1-INCH	LF	780	\$ 61,620.00	545.0		\$ 79.00	0.0	\$ -	1325.0	\$ 104,675.00
12	WATER SERVICE PIPE, PEX, 1-INCH (SPECIAL)	LF	730	\$ 23,542.50	19.0		\$ 32.25	0.0	\$ -	749.0	\$ 24,155.25
13	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	4	\$ 32,920.00		1	\$ 8,230.00	0.0	\$ -	3.0	\$ 24,690.00
14	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	13	\$ 79,820.00		2	\$ 6,140.00	0.0	\$ -	11.0	\$ 67,540.00
15	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	10	\$ 79,200.00			\$ 7,920.00	0.0	\$ -	10.0	\$ 79,200.00
16	FIRE HYDRANT TO BE REMOVED	EACH	5	\$ 5,000.00			\$ 1,000.00	0.0	\$ -	5.0	\$ 5,000.00
17	VALVE VAULT TO BE ABANDONED	EACH	11	\$ 8,800.00		2	\$ 800.00	0.0	\$ -	9.0	\$ 7,200.00
18	VALVE BOX TO BE ABANDONED	EACH	6	\$ 1,800.00			\$ 300.00	0.0	\$ -	6.0	\$ 1,800.00
19	WATER MAIN PROTECTION, 16-INCH PVC	LF	66	\$ 7,260.00		44	\$ 110.00	0.0	\$ -	22.0	\$ 2,420.00
20	WATER MAIN PROTECTION, 18-INCH PVC	LF	21	\$ 2,688.00		21	\$ 128.00	0.0	\$ -	0.0	\$ -
21	STORM SEWER REMOVAL AND REPLACEMENT, 12-INCH, RCP	LF	280	\$ 35,140.00		280	\$ 125.50	0.0	\$ -	0.0	\$ -
22	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	20	\$ 14,500.00		14	\$ 725.00	0.0	\$ -	6.0	\$ 4,350.00
23	SERVICE BOX COVER (SPECIAL)	EACH	6	\$ 2,400.00			\$ 400.00	0.0	\$ -	6.0	\$ 2,400.00
24	SANITARY MANHOLE TO BE ADJUSTED	EACH	16	\$ 25,600.00		5	\$ 1,600.00	0.0	\$ -	11.0	\$ 17,600.00
25	MANHOLE TO BE ADJUSTED	EACH	25	\$ 15,000.00		12	\$ 600.00	0.0	\$ -	13.0	\$ 7,800.00
26	INLET TO BE ADJUSTED	EACH	5	\$ 3,000.00		5	\$ 600.00	0.0	\$ -	0.0	\$ -
27	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 1,500.00		50	\$ 30.00	0.0	\$ -	0.0	\$ -
28	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	CY	50	\$ 1,500.00		50	\$ 30.00	0.0	\$ -	0.0	\$ -
29	FOUNDATION MATERIAL	CY	150	\$ 6,000.00		150	\$ 40.00	0.0	\$ -	0.0	\$ -
30	EXPLORATORY EXCAVATION	EACH	5	\$ 3,750.00			\$ 750.00	0.0	\$ -	5.0	\$ 3,750.00
31	GRADING AND SHAPING DITCHES	LF	400	\$ 12,500.00			\$ 31.25	0.0	\$ -	400.0	\$ 12,500.00
32	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL	SF	8760	\$ 21,900.00		15	\$ 2.50	0.0	\$ -	8744.6	\$ 21,861.50
33	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SF	11030	\$ 115,815.00		725	\$ 10.50	0.0	\$ -	10304.6	\$ 108,198.30
34	DETECTABLE WARNING	SF	258	\$ 12,900.00		128	\$ 50.00	0.0	\$ -	130.0	\$ 6,500.00
35	PORTLAND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	28	\$ 4,508.00		10	\$ 161.00	0.0	\$ -	18.0	\$ 2,898.00
36	PORTLAND CEMENT CONCRETE SIDE CURB	LF	12	\$ 552.00	8.0		\$ 46.00	0.0	\$ -	20.0	\$ 920.00
37	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	308	\$ 18,480.00		100	\$ 60.00	0.0	\$ -	208.0	\$ 12,480.00
38	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	767	\$ 2,301.00		767	\$ 3.00	0.0	\$ -	0.0	\$ -
39	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CY	790	\$ 31,600.00		790	\$ 40.00	0.0	\$ -	0.0	\$ -
40	AGGREGATE SUBGRADE IMPROVEMENT	CY	790	\$ 39,500.00		790	\$ 50.00	0.0	\$ -	0.0	\$ -
41	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SY	253	\$ 6,325.00		21	\$ 25.00	0.0	\$ -	232.0	\$ 5,800.00
42	PORTLAND CEMENT CONCRETE DRIVEWAY, 6"	SY	253	\$ 29,601.00		21	\$ 117.00	0.0	\$ -	232.0	\$ 27,144.00
43	HOT-MIX ASPHALT DRIVEWAY REMOVAL	SY	380	\$ 5,700.00		13	\$ 15.00	0.0	\$ -	366.8	\$ 5,502.00
44	HOT-MIX ASPHALT DRIVEWAY, 3"	SY	380	\$ 17,100.00		13	\$ 45.00	0.0	\$ -	366.8	\$ 16,506.00
45	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	180	\$ 6,300.00			\$ 35.00	0.0	\$ -	180.0	\$ 6,300.00
46	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	520	\$ 5,720.00			\$ 11.00	0.0	\$ -	520.0	\$ 5,720.00
47	HOT-MIX ASPHALT PAVEMENT REMOVAL - FULL DEPTH WATER MAIN TRENCH	SY	3720	\$ 29,760.00			\$ 8.00	0.0	\$ -	3720.0	\$ 29,760.00
48	HOT-MIX ASPHALT SURFACE REMOVAL - 1.5"	SY	5173	\$ 15,519.00			\$ 3.00	0.0	\$ -	5173.0	\$ 15,519.00
49	HOT-MIX ASPHALT SURFACE REMOVAL - 3.0"	SY	6380	\$ 25,520.00			\$ 4.00	0.0	\$ -	6380.0	\$ 25,520.00
50	HOT-MIX ASPHALT SURFACE REMOVAL - 4.0"	SY	3780	\$ 17,010.00			\$ 4.50	0.0	\$ -	3780.0	\$ 17,010.00
51	ROADWAY EDGE SEALING	LF	3845	\$ 5,767.50		1572	\$ 1.50	2273.0	\$ 3,409.50	2273.0	\$ 3,409.50
52	BITUMINOUS MATERIALS (TACK COAT)	LBS	10615	\$ 106.15		10615	\$ 0.01	0.0	\$ -	0.0	\$ -
53	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 1.5"	TON	580	\$ 62,640.00		580	\$ 108.00	0.0	\$ -	0.0	\$ -
54	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 2.5"	TON	560	\$ 58,520.00	805.3		\$ 104.50	0.0	\$ -	1365.3	\$ 142,673.85

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
55	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 1.5"	TON	1450	\$ 151,525.00		85	\$ 104.50	0.0	\$ -	1365.3	\$ 142,673.85
56	TEMPORARY HMA PATCHING, 2"	SY	3700	\$ 114,700.00		3655	\$ 31.00	0.0	\$ -	45.0	\$ 1,395.00
57	PARTIAL DEPTH PATCHING (SPECIAL), 4"	SY	767	\$ 42,185.00		447	\$ 55.00	0.0	\$ -	320.0	\$ 17,600.00
58	MAILBOX TO BE REMOVED AND RESET	EACH	12	\$ 4,200.00	3.0		\$ 350.00	0.0	\$ -	15.0	\$ 5,250.00
59	SIGN TO BE REMOVED AND RESET	EACH	4	\$ 1,600.00			\$ 400.00	0.0	\$ -	4.0	\$ 1,600.00
60	INLET PROTECTION	EACH	25	\$ 5,000.00			\$ 200.00	0.0	\$ -	25.0	\$ 5,000.00
61	RESTORATION	SY	8700	\$ 95,700.00		1452	\$ 11.00	0.0	\$ -	7248.0	\$ 79,728.00
62	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 14,200.00			\$ 14,200.00	0.00	\$ -	1.0	\$ 14,200.00
63	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 50,500.00			\$ 50,500.00	0.00	\$ -	1.0	\$ 50,500.00
64	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30000	\$ 30,000.00			\$ 1.00	0.0	\$ -	0.0	\$ -
BID VALUE AWARDED:				\$ 2,312,286.15	VALUE COMPLETED - THIS REQUEST:				\$ 3,409.50	- TO DATE:	\$ 2,014,163.25

MISCELLANEOUS ADDITIONS		QUANTITY	UNIT PRICE	VALUES
1	8" Valve Replacement in Existing Vault - 5/21/2024	1	\$ 2,980.00	\$ 2,980.00
2	Tree Removal (54 Unit Diameter) at 407 Colton St - 6/7/2024	1	\$ 8,500.00	\$ 8,500.00
3	6-Inch Water Main Connection	1	\$ 3,056.00	\$ 3,056.00
4	6-Inch Ductile Iron Pipe	76	\$ 110.00	\$ 8,360.00
5	12-Inch Valve Replacement in Existing Vault 7/25/2024	1	\$ 5,986.00	\$ 5,986.00
6	King Street Demolition	1	\$ 11,001.50	\$ 11,001.50
7	King Street Regrading	1	\$ 4,109.56	\$ 4,109.56
8	Changeable Message Boards for River Street	1	\$ 4,000.00	\$ 4,000.00

SUMMARY	
TOTAL MISCELLANEOUS EXTRAS AND CREDITS	\$ 47,993.06
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 2,062,156.31
DEDUCT RETAINAGE (\$0)	\$ -
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 2,062,156.31
TOTAL DEBITS	\$ 2,048,746.81
NET AMOUNT DUE - THIS PAYMENT	\$ 13,409.50

DEBITS			VALUES	
1	PAY ESTIMATE 1		\$	394,875.00
2	PAY ESTIMATE 2		\$	583,236.45
3	PAY ESTIMATE 3		\$	1,070,635.36
4				
5				

PREPARED BY: 

APPROVED BY: _____



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

Agenda Item Number

New Business #6

Tracking Number

PW 2025-75

Agenda Item Summary Memo

Title: YBSD Water Main Extension – Change Order No. 1 (Final)

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Consideration of Change Order No. 1 – Final

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: August 19, 2025
Subject: YBSD Water Main Extension

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

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

Background:

The United City of Yorkville and Winninger Excavating, Inc. entered into an agreement for a Contract value of **\$517,247.46** for the above referenced project.

Questions Presented:

Should the City approve Change Order No. 1 (Final Balancing) which would **decrease** the contract amount by \$5,410.16.

Discussion:

Please see the attached summary spreadsheet.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. (Final Balancing) in the amount of (\$5,410.16).

CHANGE ORDER

Order No. 1 (Final Balancing)

Date: August 19, 2025

Agreement Date: September 30, 2024

NAME OF PROJECT: YBSD Water Main Extension

OWNER: United City of Yorkville

CONTRACTOR: Winner Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$517,247.46

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$517,247.46

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: \$5,410.16

The new CONTRACT PRICE including this CHANGE ORDER will be: \$511,837.30

Change to CONTRACT TIME:

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

The date for substantial completion for all work except restoration

The date for completion for all work will be

Justification

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

Approvals Required

Requested by: United City of Yorkville

Recommended by: Engineering Enterprises, Inc.

Accepted by: Winner Excavating, Inc.

PAYABLE TO: WINNINGER EXCAVATING, INC.
ADDRESS: 1211 DEER STREET, YORKVILLE IL 60560

ENGINEERS PAYMENT ESTIMATE NO. 4
YBSD WATER MAIN EXTENSION
UNITED CITY OF YORKVILLE

PAY PERIOD
FROM: 3/8/2025 TO: 6/1/2025

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
1	TREE REMOVAL	AC	0.3	\$ 9,600.00			32,000.00		\$ -	0.3	\$ 9,600.00
2	TREE ROOT PRUNING	EACH	1	\$ 150.00	1.0		150.00		\$ -	2.0	\$ 300.00
3	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 10,000.00	1.0		10,000.00		\$ -	2.0	\$ 20,000.00
4	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	780	\$ 237,900.00	70.5		305.00		\$ -	850.5	\$ 259,402.50
5	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	3	\$ 36,000.00			12,000.00		\$ -	3.0	\$ 36,000.00
6	FIRE HYDRANT ASSEMBLY, WITH AUXILLARY VALVE, 6-INCH MJ	EACH	1	\$ 12,000.00			12,000.00		\$ -	1.0	\$ 12,000.00
7	DUCTILE IRON FITTINGS	LB	1946	\$ 19.46		251.0	0.01		\$ -	1695.0	\$ 16.95
8	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	57	\$ 8,550.00	3.0		150.00		\$ -	60.0	\$ 9,000.00
9	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 2,000.00		50.0	40.00		\$ -	0.0	\$ -
10	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 2,000.00		50.0	40.00		\$ -	0.0	\$ -
11	ROCK EXCAVATION	CY	30	\$ 4,500.00			150.00		\$ -	67.0	\$ 10,050.00
12	FOUNDATION MATERIAL	CY	100	\$ 2,500.00		100.0	25.00		\$ -	0.0	\$ -
13	EXPLORATORY EXCAVATION	EACH	2	\$ 1,000.00	1.0		500.00		\$ -	3.0	\$ 1,500.00
14	STONE RIPRAP, CLASS A3	SY	100	\$ 8,500.00		52.9	85.00	38.0	\$ 3,230.00	47.1	\$ 4,003.50
15	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	1	\$ 500.00		1.0	500.00		\$ -	0.0	\$ -
16	INLET PROTECTION	EACH	2	\$ 600.00		2.0	300.00		\$ -	0.0	\$ -
17	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 3,500.00			3,500.00	1.0	\$ 3,500.00	1.0	\$ 3,500.00
18	HOT-MIX ASPHALT PAVEMENT REMOVAL	SY	23	\$ 1,380.00		9.9	60.00		\$ -	13.1	\$ 786.00
19	HOT-MIX ASPHALT PAVEMENT PATCH, 8"	SY	23	\$ 4,600.00	22.0		200.00	45.0	\$ 9,000.00	45.0	\$ 9,000.00
20	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	90	\$ 1,260.00		80.0	14.00		\$ -	10.0	\$ 140.00
21	FLOW DIVERSION OF BLACKBERRY CREEK	LS	1	\$ 48,000.00			48,000.00		\$ -	1.0	\$ 48,000.00
22	RESTORATION	SY	3711	\$ 29,688.00	448.0		8.00	4159.0	\$ 33,272.00	4159.0	\$ 33,272.00
23	WETLAND RESTORATION	AC	1	\$ 33,000.00		1.0	33,000.00	0.01	\$ 443.85	0.01	\$ 443.85
24	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 30,000.00			30,000.00		\$ -	1.0	\$ 30,000.00
25	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 30,000.00			1.00		\$ -	0.0	\$ -

BID VALUE AWARDED: \$ 517,247.46 VALUE COMPLETED - THIS REQUEST: \$ 49,445.85 - TO DATE: \$ 487,014.80

MISCELLANEOUS ADDITIONS TO THE PROJECT AT THE CITY'S DISCRETION (PAY ITEM 62)	QUANTITY	UNIT PRICE	VALUES
1 CONCRETE PATCH ACROSS RIVER ROAD			\$ 3,435.56
2 REMOVAL OF CONCRETE PATCH ACROSS RIVER ROAD			\$ 1,150.60
3 ADDITIONAL CREEK CROSSING PUMPING			\$ 20,236.34
4			
5			

DEBITS	VALUES
1 PAY ESTIMATE NO. 1	\$ 8,640.00
2 PAY ESTIMATE NO. 2	\$ 182,663.45
3 PAY ESTIMATE NO. 3	\$ 205,600.61
4	
5	

ENGINEERING ENTERPRISES, INC.
52 WHEELER ROAD
SUGAR GROVE, ILLINOIS 60554

SUMMARY	
TOTAL MISCELLANEOUS EXTRAS AND CREDITS	\$ 24,822.50
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 511,837.30
DEDUCT RETAINAGE (10.000)	\$ 10,000.00
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 501,837.30
TOTAL DEBITS	\$ 396,904.06
NET AMOUNT DUE - THIS PAYMENT	\$ 104,933.24

PREPARED BY: TONY RADOMSKI

APPROVED BY:



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 #7

Tracking Number

PW 2025-76

Agenda Item Summary Memo

Title: East Alley Water Main Replacement – Contract Award

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: August 8, 2025
Subject: East Alley Water Main Improvements

Bids were received, opened and tabulated for work to be done on the East Alley Water Main Improvements at 11:00 a.m., August 6, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate. This project is a combination of water, sewer, and roadway-related work. A breakdown of the work is as follows:

Roadway: \$44,876.65 (6%)
Water: \$537,005.00 (74%)
Sewer: \$146,600.00 (20%)

We recommend the acceptance of the bid and approval of the Notice of Award be made to the low bidder, Winner Excavating, Inc., 8845 Schoger Drive, Naperville, IL 60564, in the total amount of **\$728,481.65**.

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



BID TABULATION EAST ALLEY WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE									
		BID TABULATION BIDS RECD 8/6/2025		WINNINGER EXCAVATING 8845 Schoger Drive Naperville, IL 60564		PERFORMANCE CONST & ENG 217 W. John Street Plano, IL 60545		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
NO.		UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 6-INCH	FOOT	55	\$ 230.00	\$ 12,650.00	\$ 175.00	\$ 9,625.00	\$ 245.00	\$ 13,475.00
2	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	FOOT	300	\$ 250.00	\$ 75,000.00	\$ 225.00	\$ 67,500.00	\$ 260.00	\$ 78,000.00
3	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH, HDSS RESTRAINED	FOOT	65	\$ 90.00	\$ 5,850.00	\$ 350.00	\$ 22,750.00	\$ 255.00	\$ 16,575.00
4	24" STEEL CASING PIPE, BORE AND JACKED	FOOT	65	\$ 2,000.00	\$ 130,000.00	\$ 2,500.00	\$ 162,500.00	\$ 1,000.00	\$ 65,000.00
5	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00
6	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 750.00	\$ 750.00	\$ 4,500.00	\$ 4,500.00
7	GATE VALVE (RESILIENT SEAT) IN 48" VAULT, 6-INCH	EACH	1	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,750.00	\$ 6,750.00
8	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	1	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,000.00	\$ 8,000.00
9	PRESSURE CONNECTION WITH TAPPING SLEEVE, 8" TAPPING VALVE IN 60" VALVE VAULT	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
10	VALVE VAULT TO BE ABANDONED	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00
11	DUCTILE IRON FITTINGS	POUND	500	\$ 8.00	\$ 4,000.00	\$ 1.00	\$ 500.00	\$ 5.00	\$ 2,500.00
12	FIELD LOK GASKET, 8"	EACH	4	\$ 150.00	\$ 600.00	\$ 155.00	\$ 620.00	\$ 300.00	\$ 1,200.00
13	FIELD LOK GASKET, 6"	EACH	2	\$ 120.00	\$ 240.00	\$ 115.00	\$ 230.00	\$ 250.00	\$ 500.00
14	WATER MAIN PROTECTION, 16" PVC	FOOT	21	\$ 200.00	\$ 4,200.00	\$ 111.00	\$ 2,331.00	\$ 150.00	\$ 3,150.00
15	WATER SERVICE PIPE, PEX, 1-INCH	FOOT	250	\$ 3.00	\$ 750.00	\$ 1.00	\$ 250.00	\$ 30.00	\$ 7,500.00
16	WATER SERVICE CONNECTION, 1-INCH	EACH	13	\$ 3,000.00	\$ 39,000.00	\$ 2,800.00	\$ 36,400.00	\$ 3,000.00	\$ 39,000.00
17	SERVICE BOX COVER (SPECIAL)	EACH	27	\$ 200.00	\$ 5,400.00	\$ 175.00	\$ 4,725.00	\$ 250.00	\$ 6,750.00
18	CONCRETE RETAINING WALL REMOVAL	FOOT	6	\$ 1,000.00	\$ 6,000.00	\$ 320.00	\$ 1,920.00	\$ 1,000.00	\$ 6,000.00
19	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TONS	275	\$ 60.00	\$ 16,500.00	\$ 25.00	\$ 6,875.00	\$ 65.00	\$ 17,875.00

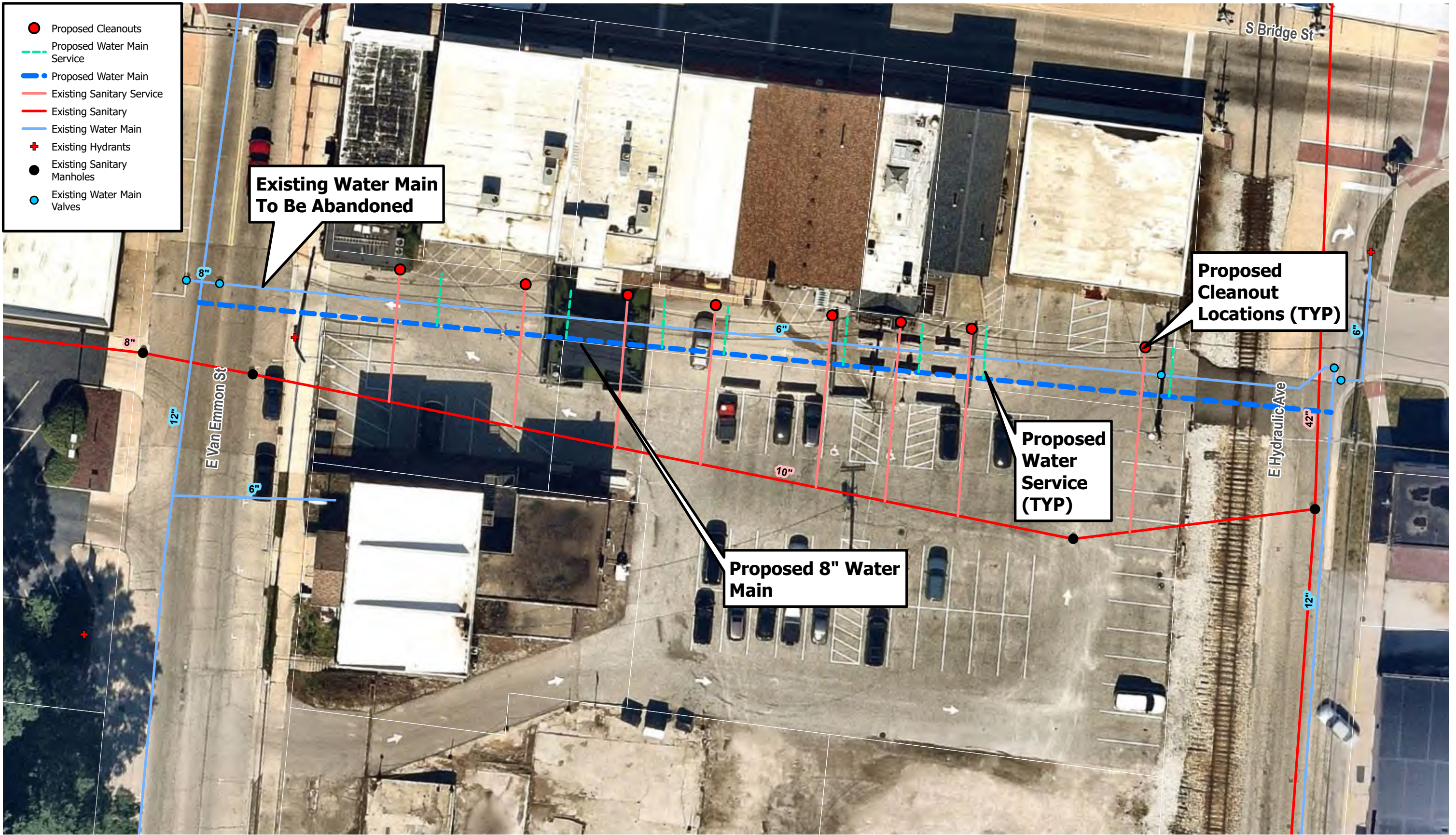


BID TABULATION EAST ALLEY WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE									
		BID TABULATION BIDS RECD 8/6/2025		WINNINGER EXCAVATING 8845 Schoger Drive Naperville, IL 60564		PERFORMANCE CONST & ENG 217 W. John Street Plano, IL 60545		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
NO.		UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
20	ROCK EXCAVATION	CUYD	100	\$ 225.00	\$ 22,500.00	\$ 150.00	\$ 15,000.00	\$ 200.00	\$ 20,000.00
21	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	3	\$ 750.00	\$ 2,250.00	\$ 1,500.00	\$ 4,500.00	\$ 1,000.00	\$ 3,000.00
22	SANITARY SEWER SERVICE PIPE, PVC SDR 26	FOOT	150	\$ 150.00	\$ 22,500.00	\$ 100.00	\$ 15,000.00	\$ 200.00	\$ 30,000.00
23	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FRAME AND CLOSED LID	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 12,000.00	\$ 12,000.00
24	SANITARY MANHOLE VACUUM TESTING	EACH	1	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00
25	ADDITIONAL DEPTH OF MANHOLE	FOOT	5	\$ 1,200.00	\$ 6,000.00	\$ 150.00	\$ 750.00	\$ 200.00	\$ 1,000.00
26	LATERAL LAUNCH SANITARY SERVICE	EACH	14	\$ 250.00	\$ 3,500.00	\$ 275.00	\$ 3,850.00	\$ 350.00	\$ 4,900.00
27	INSTALL SANITARY SEWER SERVICE CLEANOUT	EACH	14	\$ 1,700.00	\$ 23,800.00	\$ 1,900.00	\$ 26,600.00	\$ 1,000.00	\$ 14,000.00
28	CURED-IN-PLACE HEAT CURED PIPE LINING, 4 OR 6-INCH	FOOT	580	\$ 135.00	\$ 78,300.00	\$ 119.50	\$ 69,310.00	\$ 450.00	\$ 261,000.00
29	INLET PROTECTION	EACH	3	\$ 250.00	\$ 750.00	\$ 225.00	\$ 675.00	\$ 250.00	\$ 750.00
30	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$ 8,500.00	\$ 8,500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00
31	FOUNDATION MATERIAL	CUYD	35	\$ 20.00	\$ 700.00	\$ 25.00	\$ 875.00	\$ 40.00	\$ 1,400.00
32	EXPLORATORY EXCAVATION	EACH	5	\$ 650.00	\$ 3,250.00	\$ 400.00	\$ 2,000.00	\$ 750.00	\$ 3,750.00
33	HOT-MIX ASPHALT PAVEMENT REMOVAL	SQYD	550	\$ 15.00	\$ 8,250.00	\$ 33.12	\$ 18,216.00	\$ 6.00	\$ 3,300.00
34	PARTIAL DEPTH PAVEMENT PATCHING, 4"	SQYD	550	\$ 42.50	\$ 23,375.00	\$ 42.50	\$ 23,375.00	\$ 55.00	\$ 30,250.00
35	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50	TONS	300	\$ 130.00	\$ 39,000.00	\$ 130.00	\$ 39,000.00	\$ 100.00	\$ 30,000.00
36	PREPARATION OF BASE	SQYD	750	\$ 4.50	\$ 3,375.00	\$ 3.75	\$ 2,812.50	\$ 10.00	\$ 7,500.00
37	BITUMINOUS MATERIALS (TACK COAT)	POUND	165	\$ 0.01	\$ 1.65	\$ 0.01	\$ 1.65	\$ 0.10	\$ 16.50
38	AGGREGATE WEDGE SHOUDLER, TYPE B	TONS	20	\$ 125.00	\$ 2,500.00	\$ 100.00	\$ 2,000.00	\$ 30.00	\$ 600.00



BID TABULATION EAST ALLEY WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE									
		BID TABULATION BIDS RECD 8/6/2025		WINNINGER EXCAVATING 8845 Schoger Drive Naperville, IL 60564		PERFORMANCE CONST & ENG 217 W. John Street Plano, IL 60545		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
39	PORTLAND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SQYD	15	\$ 500.00	\$ 7,500.00	\$ 165.00	\$ 2,475.00	\$ 180.00	\$ 2,700.00
40	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQFT	200	\$ 22.00	\$ 4,400.00	\$ 17.00	\$ 3,400.00	\$ 20.00	\$ 4,000.00
41	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	15	\$ 140.00	\$ 2,100.00	\$ 66.00	\$ 990.00	\$ 50.00	\$ 750.00
42	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQFT	50	\$ 35.00	\$ 1,750.00	\$ 10.00	\$ 500.00	\$ 5.00	\$ 250.00
43	PAINT PAVEMENT MARKING - LINE 4"	FOOT	260	\$ 4.00	\$ 1,040.00	\$ 2.50	\$ 650.00	\$ 4.00	\$ 1,040.00
44	RAILROAD FLAGGERS ALLOWANCE	UNIT	7,200	\$ 1.00	\$ 7,200.00	\$ 1.00	\$ 7,200.00	\$ 1.00	\$ 7,200.00
45	RAILROAD INSURANCE	LSUM	1	\$ 9,000.00	\$ 9,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,500.00	\$ 9,500.00
46	RAILROAD RIGHT OF ENTRY PERMIT FEE	UNIT	5,000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
47	RESTORATION	SQYD	10	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 15.00	\$ 150.00
48	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 61,000.00	\$ 61,000.00	\$ 109,639.90	\$ 109,639.90	\$ 30,000.00	\$ 30,000.00
49	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
	BID TOTAL				\$ 728,481.65		\$ 759,046.05		\$ 817,531.50
ABOVE/BELOW ENGINEERS ESTIMATE -10.89% -7.15% -									
	CORRECTED NUMBERS FROM BID								

BID SUMMARY EAST ALLEY WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 11:00 A.M. 08/06/2025	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	WINNINGER EXCAVATING 8845 Schoger Drive Naperville, IL 60564	PERFORMANCE CONST & ENG 217 W. John Street Plano, IL 60545	
BID TOTAL	\$817,531.50	\$728,481.65	\$759,046.05	
BID BOND		X	X	
SIGNED BID		X	X	

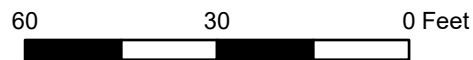


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



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

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



**EAST ALLEY
WATER MAIN
IMPROVEMENTS**





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

Agenda Item Number

New Business #8

Tracking Number

PW 2025-77

Agenda Item Summary Memo

Title: East Alley Water Main Replacement Construction Agreement

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Proposed PSA with EEI for construction engineering services for the
East Alley water main project.

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: August 12, 2025
Subject: East Alley Water Main Const. Eng. Agreement

Summary

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

Background

The East Alley water main replacement is part of the Lake Michigan water main improvements. This project was bid separate from the larger water main replacement project that is taking place on the south side to ensure that we started as late as possible in the year to not interfere with the outdoor dining in the east alley.

This project was last discussed at the City Council meeting on 10/22/24 when the design engineering contract was approved. Since this time, the project has been designed and bid with the contract award as another agenda item at the Public Works committee meeting this month.

The proposed contract is any hourly rate agreement that is estimated at \$88,125 with an additional \$3,960 in direct expenses for a total of \$92,085. Although this is \$17,085 more than budgeted, the construction of the project came in ~\$21,500 under our budgeted amount, so we will be under budget in total.

Recommendation

Staff recommends approval of this contract with EEI in the amount of \$92,085.

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 install approximately 365 linear feet of 8-inch ductile iron water main and related appurtenances, a bore and jack under OmniTRAX railroad, sanitary sewer service lining, roadway patching improvements, and related work items along East Alley (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 – East Alley Water Main Replacement*, attached hereto as *Exhibit A*.

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

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

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
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 East Alley Water Main Replacement

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 365 linear feet of 8-inch ductile iron water main and related appurtenances and sanitary sewer service lining along the East Alley. (See Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services performed to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$88,125. Direct expenses are estimated at \$3,960. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every 30 days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

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



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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Exhibit

Attachment E: Anticipated Project Schedule

Attachment F: Standard Schedule of Charges



L. Notices:

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

For the *City*:

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

For the Contractor:

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

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

Agreed to this ____ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

*John Purcell
Mayor*

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

*Jori Behland
City Clerk*

*Angie Smith
Dir. of Marketing & Bus. 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.



**East Alley Water Main Improvements
United City of Yorkville, IL
Professional Services Agreement - Construction Engineering**

Attachment B – Scope of Services

The United City of Yorkville intends to install approximately 365 linear feet of 8-inch ductile iron water main and related appurtenances, including a bore and jack under OmniTRAX railroad, as well as sanitary sewer service lining, roadway patching improvements and related work items along East Alley.

CONSTRUCTION ENGINEERING

3.1 Construction Administration

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

3.2 Construction Layout and Record Drawings

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

3.3 Construction Observation and Documentation

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

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

- Material Testing for Quality Assurance (as needed)

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



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

CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2457-P				
PROJECT TITLE					DATE			PREPARED BY	
East Alley Water Main Improvements					8/7/25			KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPT2	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$246	\$210	\$168	\$175	\$210	\$175	\$168	\$72		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		-	25	-	25	-	-	-	-	50	\$ 9,625
3.2	Construction Layout and Record Drawings		-	1	-	2	4	17	6	-	30	\$ 5,383
3.3	Observation and Documentation		2	15	-	397	-	-	-	-	414	\$ 73,117
Construction Engineering Subtotal:			2	41	-	424	4	17	6	-	494	\$ 88,125
PROJECT TOTAL:			2	41	-	424	4	17	6	-	494	88,125

DIRECT EXPENSES

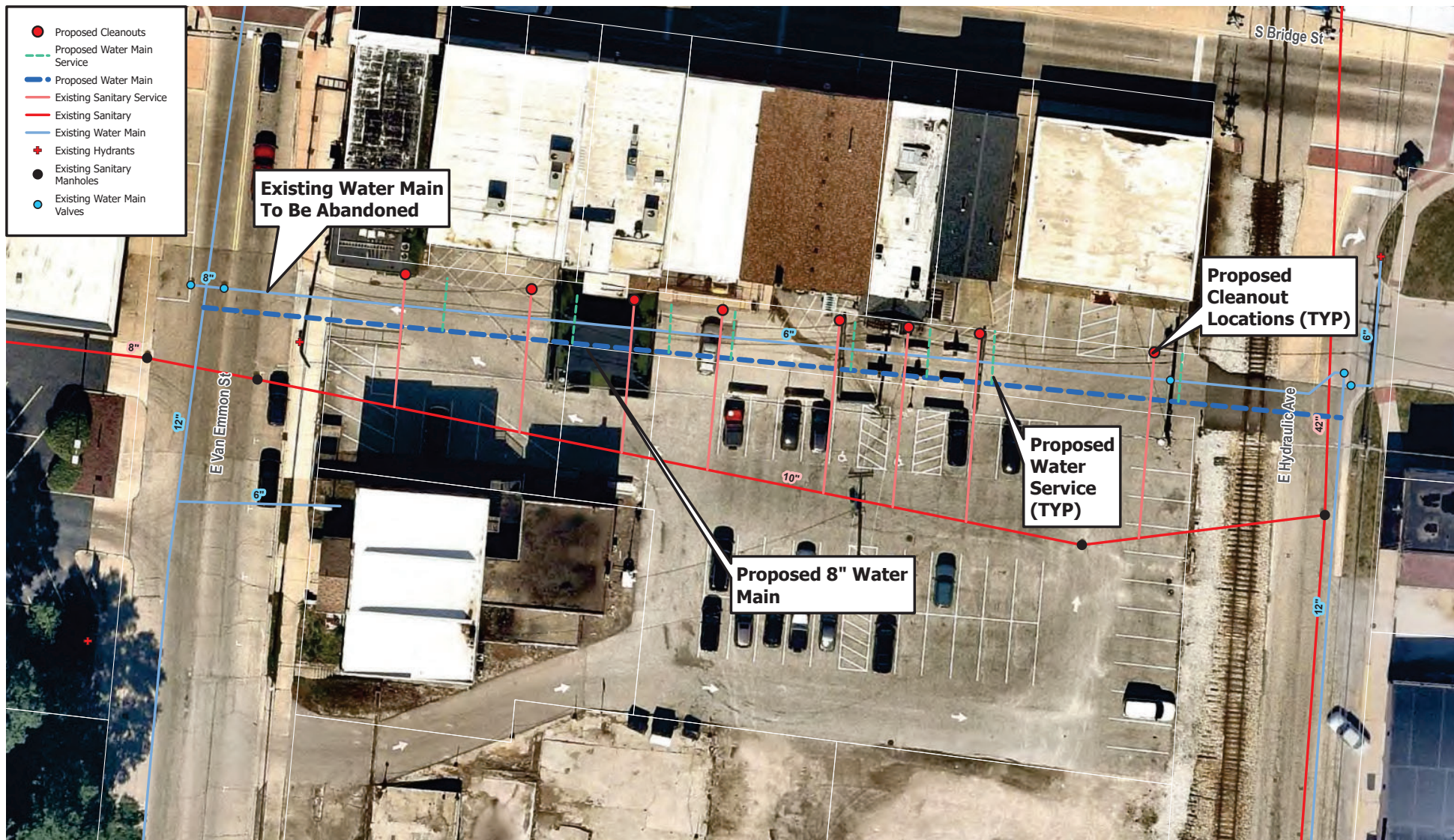
Printing/Scanning =	\$ 250
Vehicle =	\$ 2,210
Material Testing =	\$ 1,500
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 3,960

LABOR SUMMARY


EEL Labor Expenses =	\$ 83,302
Surveying Expenses =	\$ 4,823
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$ 88,125

TOTAL COSTS \$ 92,085





Engineering Enterprises, Inc.

50 YEARS  421
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

NO.	DATE	REVISIONS

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



**EAST ALLEY
WATER MAIN
IMPROVEMENTS**



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT												PROJECT NUMBER				
United City of Yorkville												YO2457-P				
PROJECT TITLE												DATE		PREPARED BY		
East Alley Water Main Improvements												8/7/25		KDW		
TASK NO.	TASK DESCRIPTION															
		2025										2026				
		APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	
CONSTRUCTION ENGINEERING																
3.1	Contract Administration															
3.2	Construction Layout and Record Drawings															
3.3	Observation and Documentation															





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

Agenda Item Number

New Business #9

Tracking Number

PW 2025-78

Agenda Item Summary Memo

Title: Disposal of Various Public Works Department Vehicles

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Staff is proposing the disposal of surplus trucks.

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: August 7, 2025
Subject: Disposal of Vehicles

Summary

Staff is proposing the sale of various vehicles that are surplus property.

Background

The Mayor and City Council have made it a priority to replace vehicles in the PW department to get us back on a replacement schedule. We now have all but one truck in hand, and we now need to sell our surplus vehicles. Below is a list of surplus vehicles and staff recommendation of the method of sale.

1. 2003 Ford F350 vin # 1FTEX1LP0RKF60103 with 107,666 miles. At 22 years old, this truck has certainly seen better days. This truck has served us well, but it is now time to dispose of it. Staff recommends selling this truck at auction through Ritchie Brother Auctions. From looking at past auction pricing, I would expect \$500-\$1,000 for this vehicle
2. 2003 International 7400 single axle dump truck vin # 1HTWDAAR74J083169. This truck is not in working condition, the transmission is out, the floorboards are rusted through, the box is rusted through in spots, and in general, the truck is worn out. Although the mileage on this truck is extremely low at ~35,000 (estimate from 2024) the miles that were put on it were all snow plowing which punishes every piece of the truck each time its used. We have an offer from a scrap company of \$500 for the truck. Although we may be able to get more from the right buyer, finding the right buyer would be tough, and trying to store it any longer would be tougher.
3. 2008 International 7400 single axle dump truck vin # 1HTWDAAN48J648495. This truck is not in working condition, the engine was removed and placed in one of our other trucks that is in much better shape. In addition, the transmission is out in this truck and the floorboards and box are rusted through in areas. This truck had incredibly low miles but was basically used for snow plowing only. When the transmission on this unit went out and the engine in the other unit went out, it was decided to make this truck the engine donor for the other truck to keep it on the road since it was one of the tandem axle trucks we used almost every day and was a much better snowplow truck. We have an offer from a scrap company of \$500 for the truck. Although we may be able to get more from the right buyer, finding the right buyer would be tough, and trying to store it any longer would be tougher.
4. 2006 International 7400 single axle dump truck vin # 1HTWDANN46J18804. This is one of the first trucks that we rehabbed to try to get extra life out of back in 2020. It

worked, but we have now replaced this truck in the fleet and the truck is at an age where the major components such as the engine and transmission may become problematic as in a few of our other trucks that we are getting rid of. In addition, the snowplow controls in the truck are no longer produced or serviced, so parts are becoming scarce. Staff recommends selling this truck at auction through Ritchie Brother Auctions. From looking at past auction pricing, I would expect \$5,000-\$8,000 for this vehicle.

5. 2006 International 7400 Tandem Axle Dump Truck vin# 1HTWHAAR36J218803. This truck was our first rehab truck in 2019. We were able to get an additional 6 years of service, but we now have a replacement truck, so it is time to sell this one before anything major goes wrong with it. Staff recommends selling this truck at auction through Ritchie Brother Auctions. Looking at past auction prices, I would expect \$10,000-\$15,000 for this vehicle.
6. 2008 International 7400 Tandem Axle Dump Truck vin# 1HTWHAAR78J648496. This truck was the receiver of the donor motor from truck number 3 above. This truck was rehabbed in 2020 and has given everything it had, including its motor. This truck has performed well for us over the years, but we do have a replacement truck and we should sell it before anything else major goes wrong. Staff recommends selling this truck through Ritchie Brother Auctions. Looking at past auction prices, I would expect \$10,000-\$15,000 for this vehicle.

Selling pickups and equipment through an auction company is something that we have only done one time in the past, but we have never sold large dump trucks through an auction. I believe that the Ritchie Brothers Auctions are a great way to get our trucks the best advertising and bring the highest amount possible. Ritchie Brothers auctions are a worldwide company that happens to have a permanent sale yard 20 miles away in Morris, which is a great break for us. We are targeting the September 25-26 Great Lakes Regional Auction to sell the equipment.

Ritchie Brothers has stated that their commission for these trucks would be 10%, a title fee of \$115 to transfer titles, and \$195 lot fee per truck. Even with these fees, I feel that selling through this avenue would generate the most advertisement and interest in our vehicles.

Recommendation

Staff recommends the sale of 2003 International 7400 single axle dump truck vin # 1HTWDAAR74J083169 and 2008 International 7400 single axle dump truck vin # 1HTWDAAN48J648495 to Whittaker Auto Salvage in the amount of \$500 each vehicle.

Staff recommends selling the following trucks through Ritchie Brother Auction.

1. 2003 Ford F350 vin # 1FTEX1LP0RKF60103 with 107,666 miles
2. 2006 International 7400 single axle dump truck vin # 1HTWDANN46J18804
3. 2006 International 7400 Tandem Axle Dump Truck vin# 1HTWHAAR36J218803
4. 2008 International 7400 Tandem Axle Dump Truck vin# 1HTWHAAR78J648496

5-yard Truck Removal Services – Quote Sheet
United City of Yorkville
06/20/2025

1. Whittaker Auto Salvage

- **Includes:** Pickup of three 5-yard trucks
 - **Condition:** Non-operational but towable
 - **Scrap Price:** \$500 each/picked up \$750 each/dropped off
-

2. Mechanics Lab

- **Includes:** Donation of three 5-yard trucks
 - **Condition:** Non-operational but towable
 - **Fee:** No cost
-

3. Curtis Towing & Cash for Junk Cars

- **Includes:** Pick up of three 5-yard trucks
- **Condition:** Non-operational but towable
- **Fee:** No money for vehicles that are not complete/will pick up no cost

Vehicle #	Y8	Year	2003	United City of Yorkville		
Make	FORD	Model	F350			
Miles	107,666	Hours		Vehicle Replacement Guideline Evaluation Form		
Original \$	25,000.00	(date)	5/1/03			
Budgeted Replacement \$	\$38,000.00			Replacement Point Range:		
Sale / Auction / Estimated Trade-in \$	\$1,000.00			Under 18 points	Condition I	Excellent
Life Expectancy	10			18 - 22 points	Condition II	Good
Type of Service	4			23 - 27 points	Condition III	Qualifies for replacement
Division	WATER AND SEWER			28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	22
MILES / HOURS	1	Each 10,000 miles of usage	10
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	1
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are \leq 10% of purchase cost	2
	2	Maintenance costs (cumulative total) are \leq 25% of purchase cost	
	3	Maintenance costs (cumulative total) are \leq 45% of purchase cost	
	4	Maintenance costs (cumulative total) are \leq 60% of purchase cost	
	5	Maintenance costs (cumulative total) are \geq 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	4
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative,	
TOTAL			43

Vehicle #	Y10	Year	2004	United City of Yorkville		
Make	INTERNATIONAL	Model	7400 SINGLE AXLE			
Miles	30,232	Hours	3,108	Vehicle Replacement Guideline Evaluation Form		
Original \$	72,000.00	(date)	5/1/04			
Budgeted Replacement \$	\$185,000.00			Replacement Point Range:		
Sale /Auction / Estimated Trade-in \$	SCRAP			Under 18 points	Condition I	Excellent
Life Expectancy	10			18 - 22 points	Condition II	Good
Type of Service	4			23 - 27 points	Condition III	Qualifies for replacement
Division	STREETS			28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	21
MILES / HOURS	1	Each 10,000 miles of usage	4
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	3
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are \leq 10% of purchase cost	2
	2	Maintenance costs (cumulative total) are \leq 25% of purchase cost	
	3	Maintenance costs (cumulative total) are \leq 45% of purchase cost	
	4	Maintenance costs (cumulative total) are \leq 60% of purchase cost	
	5	Maintenance costs (cumulative total) are \geq 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	5
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative,	
TOTAL			39

Vehicle #	Y13	Year	2008	United City of Yorkville		
Make	INTERNATIONAL	Model	7400 SINGLE AXLE			
Miles	7,978	Hours	2,353	Vehicle Replacement Guideline Evaluation Form		
Original \$	99,600.00	(date)	5/1/08			
Budgeted Replacement \$		\$300,000.00		Replacement Point Range:		
Sale /Auction / Estimated Trade-in \$		SCRAP		Under 18 points	Condition I	Excellent
Life Expectancy	10			18 - 22 points	Condition II	Good
Type of Service	4			23 - 27 points	Condition III	Qualifies for replacement
Division	STREETS			28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	17
MILES / HOURS	1	Each 10,000 miles of usage	3
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	4
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are \leq 10% of purchase cost	2
	2	Maintenance costs (cumulative total) are \leq 25% of purchase cost	
	3	Maintenance costs (cumulative total) are \leq 45% of purchase cost	
	4	Maintenance costs (cumulative total) are \leq 60% of purchase cost	
	5	Maintenance costs (cumulative total) are \geq 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	5
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative,	
TOTAL			35

Vehicle #	Y23	Year	2006	United City of Yorkville		
Make	INTERNATIONAL	Model	7400 SINGLE AXLE			
Miles	39,808	Hours	2,814	Vehicle Replacement Guideline Evaluation Form		
Original \$	100,000.00	(date)	5/1/06			
Budgeted Replacement \$	\$300,000.00			Replacement Point Range:		
Sale / Auction / Estimated Trade-in \$	\$10,000.00			Under 18 points	Condition I	Excellent
Life Expectancy	10			18 - 22 points	Condition II	Good
Type of Service	4			23 - 27 points	Condition III	Qualifies for replacement
Division	STREETS			28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	19
MILES / HOURS	1	Each 10,000 miles of usage	4
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	3
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are \leq 10% of purchase cost	2
	2	Maintenance costs (cumulative total) are \leq 25% of purchase cost	
	3	Maintenance costs (cumulative total) are \leq 45% of purchase cost	
	4	Maintenance costs (cumulative total) are \leq 60% of purchase cost	
	5	Maintenance costs (cumulative total) are \geq 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	3
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative,	
TOTAL			35

Vehicle #	Y9	Year	2008	United City of Yorkville	
Make	INTERNATIONAL	Model	7400 TANDEM AXLE		
Miles	79,880	Hours	5,005	Vehicle Replacement Guideline Evaluation Form	
Original \$	110,814.00	(date)	5/1/08		
Budgeted Replacement \$	\$330,000.00			Replacement Point Range:	
Sale /Auction / Estimated Trade-in \$	\$10,000.00			Under 18 points	Condition I Excellent
Life Expectancy	10			18 - 22 points	Condition II Good
Type of Service	4			23 - 27 points	Condition III Qualifies for replacement
Division	STREETS			28+ points	Condition IV High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	17
MILES / HOURS	1	Each 10,000 miles of usage	8
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	3
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are ≤ 10% of purchase cost	3
	2	Maintenance costs (cumulative total) are ≤ 25% of purchase cost	
	3	Maintenance costs (cumulative total) are ≤ 45% of purchase cost	
	4	Maintenance costs (cumulative total) are ≤ 60% of purchase cost	
	5	Maintenance costs (cumulative total) are ≥ 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	3
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative,	

TOTAL 38

Vehicle #	Y22	Year	2006	United City of Yorkville		
Make	INTERNATIONAL	Model	7400 TANDEM AXLE			
Miles	85,801	Hours	5,795	Vehicle Replacement Guideline Evaluation Form		
Original \$	90,000.00	(date)	5/1/06			
Budgeted Replacement \$		\$300,000.00		Replacement Point Range:		
Sale /Auction / Estimated Trade-in \$		\$15,000.00		Under 18 points	Condition I	Excellent
Life Expectancy	15			18 - 22 points	Condition II	Good
Type of Service				23 - 27 points	Condition III	Qualifies for replacement
Division				28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	19
MILES / HOURS	1	Each 10,000 miles of usage	8
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	3
	2	In shop one time within a three month time period, 1 breakdown or road call within a three	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are ≤ 10% of purchase cost	2
	2	Maintenance costs (cumulative total) are ≤ 25% of purchase cost	
	3	Maintenance costs (cumulative total) are ≤ 45% of purchase cost	
	4	Maintenance costs (cumulative total) are ≤ 60% of purchase cost	
	5	Maintenance costs (cumulative total) are ≥ 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	3
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative,	
TOTAL			39



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 #10

Tracking Number

PW 2025-79

Agenda Item Summary Memo

Title: Grande Reserve Unit 4 – Performance Guarantee Release

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Release of Guarantee

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

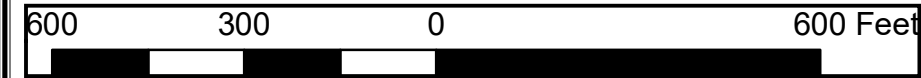
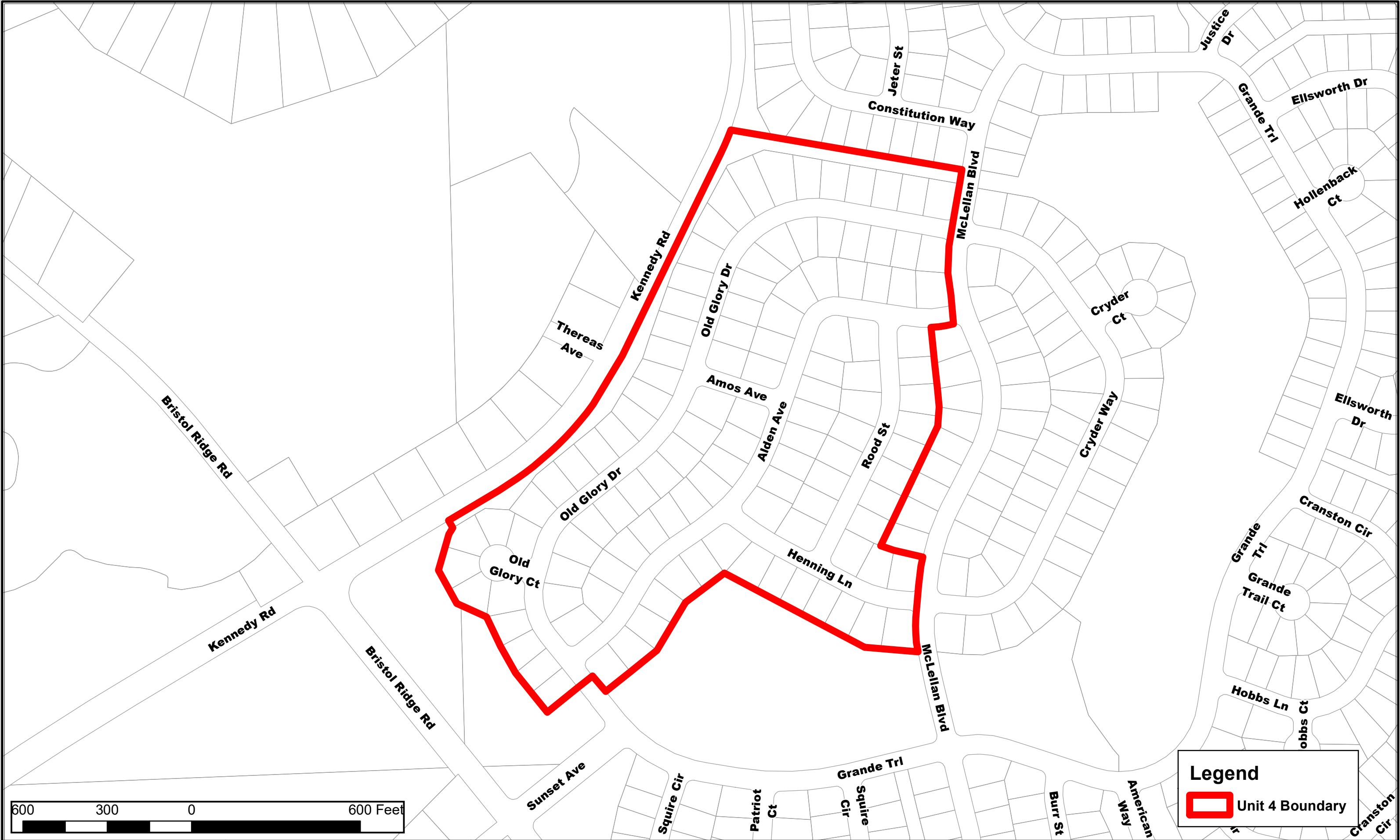
Date: August 11, 2025
Subject: Grande Reserve Unit 4

The developer has completed the remaining punch list items from the one-year warranty period. We are now recommending a full release of their remaining performance guarantee bond. The value of the guarantee to be released is \$426,922.00. The public improvements were accepted on January 17, 2024.

The developer will provide a separate guarantee to cover the costs of the remaining sidewalk (151,704.00) within the undeveloped fourteen lots. That guarantee will be released after the completion of the sidewalk.

The full guarantee of \$426,922.00 should not be released until the sidewalk security is in place.

Please let us know if you have any questions.



Legend

 Unit 4 Boundary

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

JOB NO:	YO2228-DR
DESIGNED:	EMW
DATE:	8/8/2025
PROJECT TITLE:	GRANDE RESERVE - UNIT 4

ITEM				UNIT	
NO.	ITEM			UNIT	QUANTITY
LOT 261 - 2976 OLD GLORY DRIVE					
1	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	1,200	\$	15.00
2	DETECTABLE WARNING	SQFT	20	\$	60.00
3	PARKWAY LANDSCAPING	SQYD	230	\$	15.00
4	PARKWAY TREE	SQYD	2	\$	1,000.00
			SUBTOTAL		\$ 24,650.00
			CONTINGENCY (20%)		\$ 4,930.00
			LOT TOTAL		\$ 29,580.00
LOT 264 - 2962 OLD GLORY DRIVE					
5	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	450	\$	15.00
6	PARKWAY LANDSCAPING	SQYD	90	\$	15.00
7	PARKWAY TREE	SQYD	1	\$	1,000.00
			SUBTOTAL		\$ 9,100.00
			CONTINGENCY (20%)		\$ 1,820.00
			LOT TOTAL		\$ 10,920.00
LOT 270 - 2920 OLD GLORY DRIVE					
8	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	435	\$	15.00
9	PARKWAY LANDSCAPING	SQYD	87	\$	15.00
10	PARKWAY TREE	SQYD	1	\$	1,000.00
			SUBTOTAL		\$ 8,830.00
			CONTINGENCY (20%)		\$ 1,766.00
			LOT TOTAL		\$ 10,596.00
LOT 306 - 2872 ROOD STREET					
11	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	450	\$	15.00
12	PARKWAY LANDSCAPING	SQYD	90	\$	15.00
13	PARKWAY TREE	SQYD	1	\$	1,000.00
			SUBTOTAL		\$ 9,100.00
			CONTINGENCY (20%)		\$ 1,820.00
			LOT TOTAL		\$ 10,920.00
LOT 307 - 2864 ROOD STREET					
14	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	450	\$	15.00
15	PARKWAY LANDSCAPING	SQYD	90	\$	15.00
16	PARKWAY TREE	SQYD	1	\$	1,000.00
			SUBTOTAL		\$ 9,100.00
			CONTINGENCY (20%)		\$ 1,820.00
			LOT TOTAL		\$ 10,920.00
LOT 308 - 2852 ROOD STREET					
17	PARKWAY LANDSCAPING	SQYD	90	\$	15.00
18	PARKWAY TREE	SQYD	1	\$	1,000.00
			SUBTOTAL		\$ 2,350.00
			CONTINGENCY (20%)		\$ 470.00
			LOT TOTAL		\$ 2,820.00

LOT 343 - 2192 HENNING LANE					
35	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	1,300	\$ 15.00	\$ 19,500.00
36	DETECTABLE WARNING	SQFT	20	\$ 60.00	\$ 1,200.00
37	PARKWAY LANDSCAPING	SQYD	260	\$ 15.00	\$ 3,900.00
38	PARKWAY TREE	SQYD	2	\$ 1,000.00	\$ 2,000.00
			SUBTOTAL		\$ 26,600.00
			CONTINGENCY (20%)		\$ 5,320.00
			LOT TOTAL		\$ 31,920.00

TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST \$ 151,704.00





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 #11

Tracking Number

PW 2025-80

Agenda Item Summary Memo

Title: South Receiving Station Standpipe – Change Order No. 2

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Consideration of Change Order No. 2

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: August 11, 2025
Subject: South Receiving Station Standpipe Change Order No. 2

The purpose of this memo is to present Change Order No. 2 for the above-referenced project.

A Change Order, as defined by 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 CB&I Storage Solutions, LLC. have entered into an agreement for a Contract value of **\$6,578,339.60** for the above-referenced project. Change Order No. 1 was approved which reduces the Contract value to **\$6,193,939.60**.

Question Presented:

Should the City approve Change Order No. 2 which would **decrease** the contract amount by \$158,202.90.

Discussion:

The United City of Yorkville is constructing a new standpipe water storage tank near the intersection of Rt. 126 and Rt. 71.

This Contract currently has a relatively small quantity of water main installation around the standpipe to join the three projects water distribution projects in this area together. However, the prices for the associated water main items in the standpipe contract were significantly higher than the trends EEI is seeing for other projects that typically include much larger water main quantities. This increase in price has prompted EEI to move some of the Standpipe water main quantity items to the Rt. 126 Water Main Contract that has yet to go out to bid. The intention of this is to get prices for the water main work that are more comparable to the recent trends that EEI is seeing that benefit more from economies of scale.

It is estimated that by removing these items from the standpipe contract the City will save approximately \$90,000.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$158,202.90.

CHANGE ORDER

Order No. 2

Date: 8/19/2025

Agreement Date: 7/30/25

NAME OF PROJECT: South Receiving Station Standpipe

OWNER: United City of Yorkville

CONTRACTOR: CB&I Storage Solutions, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Reduce the WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH quantity by 30 FEET -\$9,501.00
2. Reduce the WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH quantity by 150 FEET -\$43,500.00
3. Reduce the DUCTILE IRON FITTINGS quantity by 755 pounds -14,118.50
4. Reduce the FIELD LOK GASKET, 16" quantity by 8 EACH -5,422.40
5. Reduce the BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT quantity by 1 EACH -\$38,472.20
6. Reduce the FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ by 2 EACH -\$47,188.80

Justification:

There are several small quantity water main related items on the standpipe contract that have unit prices which are significantly higher than current trends E&E is seeing on larger water main projects. Removing some of these items from the standpipe contract and putting them on the Rt. 126 Water Main Contract is estimated to save the City approximately \$90,000.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 6,578,339.60

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 6,193,939.60

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

by: \$ 158,202.90

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 6,035,736.70

Change to CONTRACT TIME:

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

The date for completion of all work will be 11/27/2026 (Date.)

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____ CB&I Storage Solutions, LLC

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

Yorkville Standpipe Updated SOQ per Change Order #2

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100
3	TEMPORARY FENCE	FOOT	1730
4	PERIMETER EROSION BARRIER	FOOT	3450
5	AGGREGATE DITCH CHECKS	TONS	70
6	STABILIZED CONSTRUCTION ENTRANCE	SQYD	120
7	EROSION CONTROL BLANKET	SQYD	19510
8	TEMPORARY SEEDING	ACRE	4.04
9	TOPSOIL EXCAVATION	CUYD	3300
10	EARTH EXCAVATION (SITEWORK ONLY)	CUYD	5010
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	100
12	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	100
13	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TONS	300
14	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TONS	300
15	GEOTEXTILE FABRIC	SQYD	2600
16	AGGREGATE SUBGRADE IMPROVEMENT 12-INCH	SQYD	2300
17	FOUNDATION MATERIAL	CUYD	150
18	WATER MAIN, D.I.P., CLASS 54, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	150
19	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	0
20	DUCTILE IRON FITTINGS	POUND	845
21	FIELD LOK GASKET, 16"	EACH	4
22	BUTTERFLY VALVE AND VALVE VAULT, 16" VALVE IN 60" VAULT	EACH	1
23	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	1
24	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1
25	SPLASH PAD	EACH	1
26	STONE RIPRAP, CLASS A3	SQYD	15
27	PORTLAND CEMENT CONCRETE SIDEWALK 6-INCH	SQFT	350
28	QUAZITE HANDHOLE	EACH	3
29	RIGID CONDUIT, 2" DIA. GALVANIZED	FOOT	145
30	HIGH SPEED SCADA ANTENNA INSTALLATION COMPLETE	EACH	1
31	CCTV COMMUNICATIONS ANTENNA INSTALLATION COMPLETE	EACH	1
32	STANDPIPE WATER STORAGE TANK - 1,500,000 GALLON CYLINDRICAL WITH ARCHITECTURAL PILASTERS AND ROOF INCLUDING DESIGN AND CONSTRUCTION	LSUM	1
33	TESTING AND DISINFECTION FOR FINAL COMPLETION	LSUM	1
34	EXTERIOR PAINTING, COMPLETE	LSUM	1
35	INTERIOR PAINTING, COMPLETE (WET AREA)	LSUM	1
36	INTERIOR PAINTING, COMPLETE (DRY AREA)	LSUM	1
37	LETTERING AND LOGO	LSUM	1
38	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	100,000

Plotted: August 11, 2025 @ 12:59 PM By: Kris Pung - Tab: Contract Items 22x34

COPYRIGHT © 2025 ENGINEERING ENTERPRISES, INC.



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

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

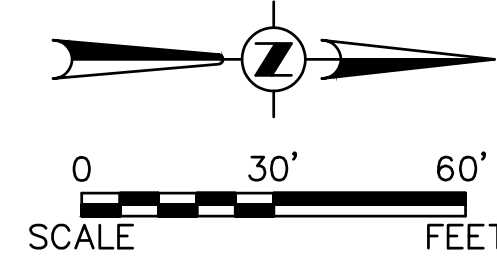
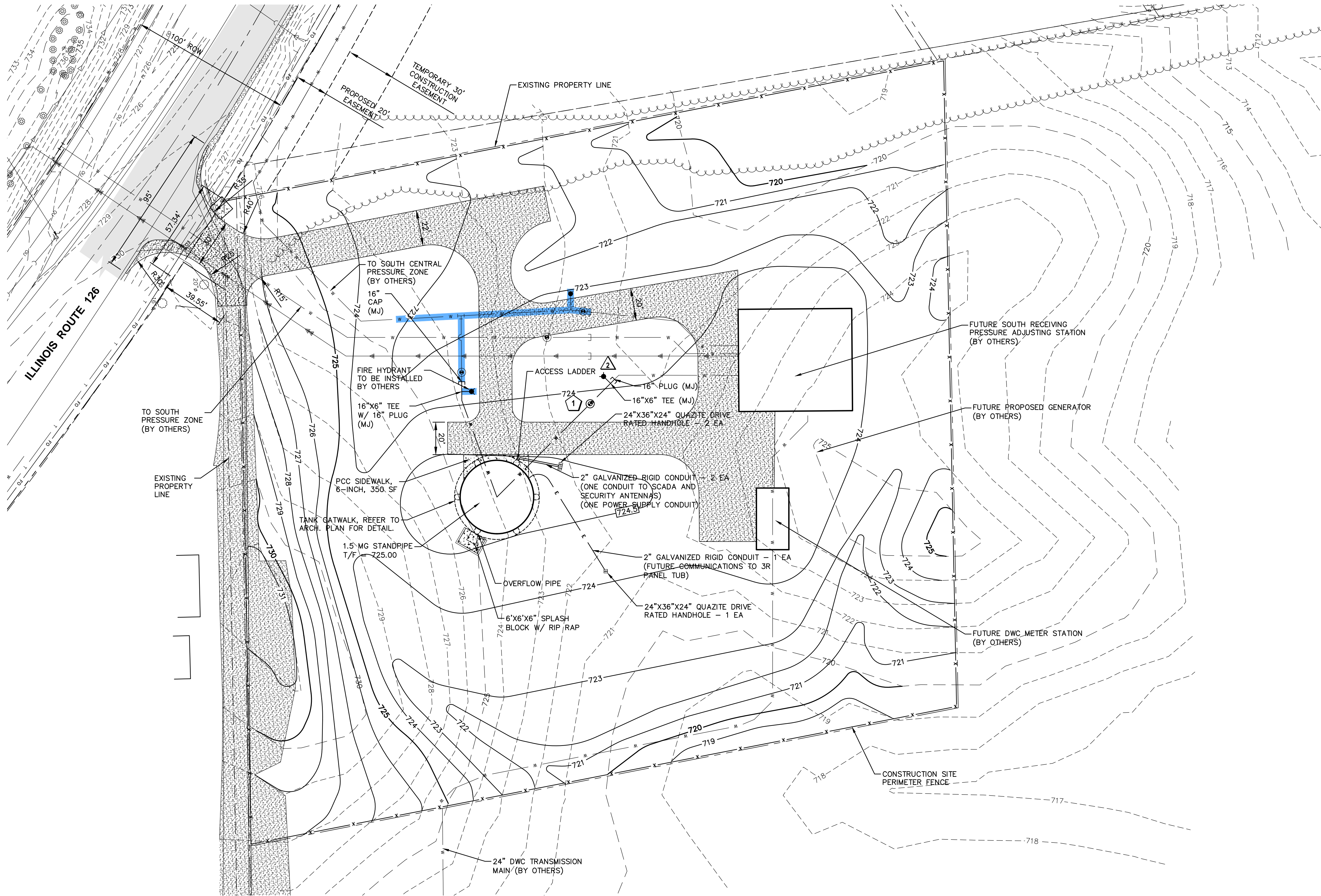
0 1
Bar = 1" When
printed FULL size.
Adjust stated
scales to print size.

NO.	DATE	REVISIONS

**SOUTH RECEIVING
STATION STANDPIPE**

SITE PLAN

DATE: AUGUST	2025
PROJECT NO:	Y02417
FILE:	Y02417-LOCATION
SHEET	1 OF 1



WATER MAIN STRUCTURES

- 1 VALVE VAULT NO. 1
16" BUTTERFLY VALVE
IN 60" VAULT
RIM = 724.41
- 2 FIRE HYDRANT NO. 2
AND 6" AUX. VALVE
BURY ELEV. = 721.20

LEGEND

- ITEMS MOVED TO DIFFERENT CONTRACT

NOTES:

- PROPOSED CONTOURS SHOWN ARE FINAL GRADE. CONTRACTOR SHALL GRADE SITE TO SUGRADE ELEVATION AT -0.5'. TOPSOIL RESPREAD OF 6" SHALL BE COMPLETED BY OTHERS.
- AGGREGATE ACCESS PATH SHOWN SHALL BE GRADED TO -0.5' OF PROPOSED GRADE. PROPOSED ASPHALT PAVING SHALL BE COMPLETED BY OTHERS.



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 #1

Tracking Number

PW 2025-62

Agenda Item Summary Memo

Title: 2025 Stormwater Basin Inspections Engineering Agreement

Meeting and Date: Public Works Committee – August 19, 2025

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: CC – 6/24/25

Action Taken: This agenda item was tabled to the 7/15/25 Public Works meeting, and then tabled to 8/19/25.

Item Number: PW 2025-62

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse
Name

Public Works
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