



## United City of Yorkville

651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
www.yorkville.il.us

AGENDA  
**PUBLIC WORKS COMMITTEE MEETING**  
**Tuesday, October 21, 2025**  
**6:00 p.m.**  
East Conference Room #337  
651 Prairie Pointe Drive, Yorkville, IL

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### **Citizen Comments:**

**Minutes for Correction/Approval:** September 16, 2025

### **New Business:**

1. PW 2025-94 Quarterly Bond and Letter of Credit Reduction Summary
2. PW 2025-95 Capital Improvement Projects Update
3. PW 2025-96 Water Reports for January 2025 – September 2025
4. PW 2025-97 BNSF Agreement (Quiet Zone)
5. PW 2025-98 South Receiving Station – Contract Award
6. PW 2025-99 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (South Receiving Station – Construction Engineering)
7. PW 2025-100 Resolution Approving an Agreement By and Between the United City of Yorkville and the State of Illinois Acting By and Through the Department of Transportation (IL Route 47/US Route 30 – Waterpark Way to Jericho Road)
8. PW 2025-101 2025 Water Main Replacement – Change Order No. 2
9. PW 2025-102 Water Meter Replacement – Phase II
10. PW 2025-103 Caledonia Phase 3 – Acceptance
11. PW 2025-104 Grande Reserve – Unit 12 Bond Release
12. PW 2025-105 Grande Reserve – Unit 15 Bond Release
13. PW 2025-106 Grande Reserve – Unit 22 Bond Release
14. PW 2025-107 Grande Reserve – Unit 28 Plat of Easement Grant
15. PW 2025-108 2024 Water Main Replacement – Contracts A and B – WIFIA Change Orders
16. PW 2025-109 Water Audit and Non-Revenue Water Reduction Consultation – Agreement for Professional Services
17. PW 2025-110 Meeting Schedule for 2026
18. PW 2025-111 Windett Ridge Road and Fairfax Way Traffic Control Study

**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, October 21, 2025  
6:00 PM  
CITY HALL CONFERENCE ROOM

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. September 16, 2025

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

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**NEW BUSINESS:**

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1. PW 2025-94 Quarterly Bond and Letter of Credit Reduction Summary

- Moved forward to CC \_\_\_\_\_
  - Approved by Committee \_\_\_\_\_
  - Bring back to Committee \_\_\_\_\_
  - Informational Item
  - Notes \_\_\_\_\_
- 
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2. PW 2025-95 Capital Improvement Projects Update

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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3. PW 2025-96 Water Reports for January 2025 – September 2025

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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4. PW 2025-97 BNSF Agreement (Quiet Zone)

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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5. PW 2025-98 South Receiving Station – Contract Award

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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6. PW 2025-99 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc.  
(South Receiving Station – Construction Engineering)

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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7. PW 2025-100 Resolution Approving an Agreement By and Between the United City of  
Yorkville and the State of Illinois Acting By and Through the Department of Transportation  
(IL Route 47/US Route 30 – Waterpark Way to Jericho Road)

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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8. PW 2025-101 2025 Water Main Replacement – Change Order No. 2

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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9. PW 2025-102 Water Meter Replacement – Phase II

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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10. PW 2025-103 Caledonia Phase 3 – Acceptance

Moved forward to CC \_\_\_\_\_

Approved by Committee \_\_\_\_\_

Bring back to Committee \_\_\_\_\_

Informational Item

Notes \_\_\_\_\_

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11. PW 2025-104 Grande Reserve – Unit 12 Bond Release

- Moved forward to CC \_\_\_\_\_
  - Approved by Committee \_\_\_\_\_
  - Bring back to Committee \_\_\_\_\_
  - Informational Item
  - Notes \_\_\_\_\_
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12. PW 2025-105 Grande Reserve – Unit 15 Bond Release

- Moved forward to CC \_\_\_\_\_
  - Approved by Committee \_\_\_\_\_
  - Bring back to Committee \_\_\_\_\_
  - Informational Item
  - Notes \_\_\_\_\_
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13. PW 2025-106 Grande Reserve – Unit 22 Bond Release

- Moved forward to CC \_\_\_\_\_
  - Approved by Committee \_\_\_\_\_
  - Bring back to Committee \_\_\_\_\_
  - Informational Item
  - Notes \_\_\_\_\_
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14. PW 2025-107 Grande Reserve – Unit 28 Plat of Easement Grant

- Moved forward to CC \_\_\_\_\_
  - Approved by Committee \_\_\_\_\_
  - Bring back to Committee \_\_\_\_\_
  - Informational Item
  - Notes \_\_\_\_\_
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15. PW 2025-108 2024 Water Main Replacement – Contracts A and B – WIFIA Change Orders

- Moved forward to CC \_\_\_\_\_
  - Approved by Committee \_\_\_\_\_
  - Bring back to Committee \_\_\_\_\_
  - Informational Item
  - Notes \_\_\_\_\_
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16. PW 2025-109 Water Audit and Non-Revenue Water Reduction Consultation – Agreement for Professional Services

- Moved forward to CC \_\_\_\_\_
  - Approved by Committee \_\_\_\_\_
  - Bring back to Committee \_\_\_\_\_
  - Informational Item
  - Notes \_\_\_\_\_
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17. PW 2025-110 Meeting Schedule for 2026

- Moved forward to CC \_\_\_\_\_
  - Approved by Committee \_\_\_\_\_
  - Bring back to Committee \_\_\_\_\_
  - Informational Item
  - Notes \_\_\_\_\_
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18. PW 2025-111 Windett Ridge Road and Fairfax Way Traffic Control Study

- Moved forward to CC \_\_\_\_\_
  - Approved by Committee \_\_\_\_\_
  - Bring back to Committee \_\_\_\_\_
  - Informational Item
  - Notes \_\_\_\_\_
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**OLD BUSINESS:**

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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 \_\_\_\_\_
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**ADDITIONAL BUSINESS:**

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

Agenda Item Number

Minutes

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Public Works Committee – September 16, 2025

**Meeting and Date:** Public Works Committee – October 21, 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:

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**UNITED CITY OF YORKVILLE  
PUBLIC WORKS COMMITTEE  
Tuesday, September 16, 2025, 6:00pm  
Yorkville City Hall, East Conference Room #337  
651 Prairie Pointe Drive, Yorkville, IL**

**IN ATTENDANCE:**

**Committee Members**

Chairman Craig Soling  
Alderman Rusty Corneils

Alderman Dan Transier  
Alderman Joe Plocher

**Other City Officials**

City Administrator Bart Olson  
Engineer Brad Sanderson, EEI  
Assistant Public Works Director John Sleezer

Assistant City Administrator Erin Willrett  
Public Works Director Eric Dhuse

**Other Guests:**

Michele Piotrowski, EEI

Mr. Chris Ott, EEI

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

**Citizen Comments:** None

**Previous Meeting Minutes:** July 15, 2025

The minutes were approved as presented.

**New Business:**

***1. PW 2025-81 Ordinance Amending the Yorkville City Code (Nuisance)***

Mr. Dhuse said this is an update of the ordinance regarding mowing of properties not being mowed by the owners. It has been reviewed by Attorney Orr. Letters to the violator will be sent over a shorter time period after non-compliance, fee structure will be adjusted and it also indicates who can write tickets. The committee approved the update and it will move forward to the City Council regular agenda.

***2. PW 2025-82 Water Audit Update Presentation***

Mr. Sanderson said the water audit report will be needed annually when Lake Michigan water is connected and he introduced Ms. Piotrowski from EEI who presented this report. She said the report shows the progress on the water audit which is required for connection to Lake Michigan water and what can be done to reach the goal of less than 10% water loss. She said it also shows the amount of water taken from the water source compared to the amount being billed and all else is non-revenue water. She noted that in 2024 there is 14.2% of non-revenue water.

When the application for Lake Michigan water was submitted, EEI had to compile a non-revenue water reduction schedule to achieve the 10% or less water loss. The audit form breaks the non-revenue water into 3 categories: unbilled authorized use, apparent losses and real losses. **Unbilled** includes usage in homes and construction uses. She said staff has been meeting regularly as a water loss team and is trying to convert non-billed to billed revenue and meter items previously not tracked such as flushing hydrants, fire department, etc.

**Apparent losses** are paper or economic losses/billing inconsistencies and meter inaccuracies. For apparent losses, the city will implement effluent meter testing, meter replacement, update or replace billing software and review policies of illegal water use. Ms. Piotrowski stressed the need for very accurate data and customer meter replacement. She said the focus moving forward is better data since water main replacement has not necessarily reduced the water losses. She also suggested a third party to examine billing data. She said the final water audit dates prior to connection are October 1, 2026 to September 30, 2027. She stressed the need for compliance by October 1<sup>st</sup> so that a full year of data is available. When meter replacement is finished, it will be all “radio-read”, said Mr. Dhuse. He will bring the second half of that project to the next meeting.

**Real losses** are physical, water main breaks, etc. and are the largest component. As a result, water main replacement has been aggressive. The city will implement GIS tracking of water main breaks and annual leak detection.

EEI met with IDNR this summer and the basic requirement they look for is to have less than 10% loss. DWC commissioning is slated for spring 2028 and water connection will be summer of 2028. Alderman Transier asked if achieving substantially below the 10% will accelerate the process and what is the repercussion if the rate rises to 10% after connection. There is no particular penalty, however, the rates could be raised or a water loss plan would be required.

### ***3. PW 2025-83 Quiet Zone Update Presentation***

Mr. Chris Ott of EEI gave a presentation updating the railroad quiet zones proposal. It was noted that since 2005, train horns are required to sound for a specified time at most railroad crossings. The railroad does allow the opportunity to have quiet zones and two separate zones are being suggested. To have a quiet zone, traffic and accidents are considered along with a risk index. Also, certain physical barriers must be put in place including delineators, non-traverseable medians, one-way streets or quad gates. The barriers must prevent cars from swerving into the other lane to circumvent the gates. Each crossing also requires gates, flashing lights and detection system to help activate gates and lights. Any other crossing within a half mile is also included in the quiet zone. A meeting must also be held with the railroad and a notice of intent is required along with a 60-day calming period. He said the railroads in general do not support quiet zones for safety reasons.

Mr. Ott said the 2 quiet zones are for the BNSF line and Omnitrax/Downtown. Cannonball Trail (in the county), is scheduled to be a quiet zone effective in October. Kennedy Rd. has the correct equipment already, but the pedestrian crossing will need to be re-evaluated. Signage will likely be needed there to indicate quiet zone. Delineators for Kennedy Rd. would be needed at a cost of about \$20,000 and an engineering agreement is also needed with the railroad, at a cost of over \$28,000. Next steps for the BNSF agreement are City Council approval of the BNSF agreement, diagnostic meeting, notice of intent and notice of establishment.

The Omnitrax Line/Downtown Quiet Zone includes the forest preserve and several other crossings. Most of the crossings downtown have no lights, gates or detection systems. Each crossing would need these items and would be a cost of \$700,000 per crossing. It was noted most of the downtown trains move very slowly. Drainage must be completed in the downtown.

Closing some of the crossings is also being researched and traffic counts were done for those crossings. Closures would save money, however, public input is required first. There are federal and railroad funding assistance opportunities. The city did qualify for an 80/20 split for phase 2 and phase 3 construction of an ITEP grant for Hydraulic to be 1-way between Rt. 47 and Mill St. and the city would have to pay 100% of the costs for the first phase. He said the next steps are to investigate interest, a public info meeting, investigate funding/grants and discuss agreements/implementation with the railroad. The project would stretch into 2029 due to the many aspects and requirements. Mr. Ott discussed the costs of doing each crossing at about \$700,009 each. There are several crossings in the Downtown quiet zone area.

Alderman Transier asked where most of the horn complaints originate. Most are from White Oak, Mill Road and Grande Reserve.

The staff recommendation is to move forward with the BNSF agreement at \$30,000 and explore the southern crossings to determine if there is funding. The committee agreed with this recommendation and this matter will be brought back in October for further discussion.

**4. PW 2025-84 East Hydraulic District – ITEP Grant Phase I**

**a. Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (E. Hydraulic Avenue Improvements – Phase I)**

**b. Ordinance Authorizing the Fourth Amendment to the Annual Budget of the United City of Yorkville, for the Fiscal Year Commencing on May 1, 2025 and Ending on April 30, 2026**

Ms. Willrett said a \$3 million grant had been received for the Hydraulic streetscape project. Phase I engineering is not covered by the grant, however Phases 2 and 3 will be a match. The engineering agreement amount is \$263,354 and a budget amendment will be needed. The committee was OK with this.

**5. PW 2025-85 Cannonball Trail Shared Use Path – Feasibility Study Presentation**

Mr. Ott shared the findings of the feasibility study. The scope of the study was construction of a path on Cannonball Trail from Rt. 47 to Rt. 34. There is a partial path from Rt. 34 to Blackberry Shore Lane already. Tree removal, excavation, right-of-way, drainage improvements, striping and restoration would be needed in some areas. Mr. Ott presented 4 options with costs ranging from \$669,000 to \$1,025,000. Mr. Olson said this is just a cost estimate and is not budgeted. There are potential grants, ITEP being one, but that would not be available until next August. Earliest construction would likely be in 2030.

If this project is moved forward, a decision would be needed by September next year in order to apply for grants. Chairman Soling said he would like to have Aldermen Funkhouser and Marek included in future discussions. Alderman Corneils commented the project is a lot of money and only 1 household requested a path. He also suggested looking at grants and seeing how the proposal aligns with the Rt. 47 project. Alderman Transier said there may be more interest when Marker completes their senior community nearby. This will be brought back at the next grant cycle and Aldermen Marek and Funkhouser will be notified.

**6. PW 2025-86 Kane-Kendall Council of Mayors (KKCOM) – Call for Projects**

Mr. Sanderson said the Mayors receive federal funds and distribute them for road projects every 2 years. They are accepting project suggestions for this fall. The only streets eligible are FAU routes. Staff has discussed some possible roads for re-surfacing: Cannonball Trail from 34 to 47, Game Farm Road and sections of Kennedy Road. Roads are scored based on various factors and the suggestions are reviewed by the Mayors. Mr. Sanderson feels these 3 roads will score very well. These projects will not be done until 2029/2030. The committee approved this and it will move forward to the City Council consent agenda.

**7. PW 2025-87 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Road to Better Roads Program – Design Engineering)**

This is the MFT program for designs for next year, said Mr. Dhuse. The contract cost is \$89,914 with direct expenses of \$6,000 for a total of \$95,914. The committee approved and it will move forward to the consent agenda.

**8. PW 2025-88 Resolution Approving an Engineering Agreement with Engineering Enterprises, Inc. (2026 Local Road Program – Design Engineering)**

This is the larger of the road programs and for roads in subdivisions built in the early 2000's. It includes Raintree, Adrian, Dolph, Fox, Mill and older areas by Circle Center. The engineering fee is \$914,732 for design work which is mostly within the budget and reduced work could bring it within the budget. This also moves to the consent agenda with committee approval.

**9. PW 2025-89 Resolution Approving a Change Order to a Contract to Construct a 1,500,000 Gallon Standpipe and Water Main (South Receiving Station Standpipe – Change Order No. 2)**

This pertains to the standpipe on the southern connection point, said Mr. Sanderson. Staff is looking at ways to reduce costs since the bids were substantially higher than anticipated. For value engineering, he is suggesting to remove the underground work from this project and put it into the Rt. 126 water main work which is an underground contract. The reduction will be about \$158,000+ with a net savings of at least \$90,000. This moves forward to the consent agenda with committee approval.

**10. PW 2025-90 Nexamp - Plat of Dedication and Grant of Easements**

Mr. Sanderson said these 2 Nexamp solar projects are moving forward and the developers have right-of-way to be dedicated along Corneils Road. There are also seeking some easements. They have submitted plats which were reviewed and he recommended the city accept the dedications and grants of easements. The committee approved and it moves forward to the consent agenda.

**11. PW 2025-91 Faxon Road and Beecher Road Reconstruction – Rejection of Bids**

Bids were received in May for reconstruction of these roads, driven by and paid for by the Cyrus 1 project. It was hoped to have this work done by August, however, work has not begun yet since additional right-of way and land acquisition is needed. Mr. Sanderson recommended rejecting the bids since the project is not moving forward yet. He said they will work on getting right of-way in the winter and coordinate with Cyrus 1 on a new schedule. This moves to the consent agenda with committee recommendation.

**12. PW 2025-92 Resolution Pledging Financial Commitment and Support of an Illinois Department of Transportation's Safe Routes to School (SRTS) Grant Application for Yorkville Prairie Meadows Sidewalk Gap Project**

Ms. Willrett said this is a grant program that the city hopes to apply for by October 15th in cooperation with the school district. The resolution is for funding and support and staff is waiting for a letter of support from the schools along with a parent survey. This project will help to complete the gap in Prairie Meadows sidewalk and will be of benefit to Autumn Creek School. The committee approved and moved it forward to the Council consent agenda.

**13. PW 2025-93 Moda Homes – Call of Performance Bonds**

There has been a lack of progress on this project in Bristol Bay, said Mr. Olson. He said vandalism has occurred and no repairs have been made. The city UDO allows the developer 4 years to complete infrastructure with an update required each year. No infrastructure has been done for more than a year and four formal notices have been issued without response. Due to other lack of work, a bond call is being recommended and the city would then take over the infrastructure work. The bonds will be adequate to complete the necessary work. Mr. Ratos is also able to rescind permits for this property. Mr. Olson noted that 1 unit is done, one is partially done and 1 not built at all. This matter will proceed to City Council for consideration by the full Council.

**Old Business:**

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

Mr. Olson asked to move this item to next month to allow for further discussion with the Mayor.

**Additional Business:** None

There was no further business and the meeting adjourned at 7:19pm.

Minutes respectfully transcribed by  
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2025-94

### Agenda Item Summary Memo

**Title:** Bond/LOC Reduction Summary Through September 30, 2025

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

**Council Action Previously Taken:**

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

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

**Type of Vote Required:** None

**Council Action Requested:** Informational

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

**Agenda Item Notes:**

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# Memorandum

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

Date: October 13, 2025  
Subject: 2025 Bond/LOC Reduction Summary

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Please see the attached reduction summary through September 30, 2025. If you have any questions, please let me know.





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

Agenda Item Number

New Business #2

Tracking Number

PW 2025-95

### Agenda Item Summary Memo

**Title:** Capital Project Update

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** Status Update

#### 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:

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# Memorandum

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

Date: October 21, 2025  
Subject: Capital Improvement Projects Update

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

## Construction Projects

### Well 10

The well construction portion of the project is complete. The site work is underway. All work is to be completed by May 2026.

### Well No. 7 Electrical Improvements

All work is to be completed by May 2026.

### Eldamain Water Main Loop - North

This work is substantially complete.

### Eldamain Water Main Loop - South

This work is substantially complete.

### Southern Sanitary Sewer Connection

This work is substantially complete.

### 2025 Water Main Replacement

Construction is underway. Work is approximately 50% complete. Work will continue into November.

### East Alley Water Main Replacement

Construction is underway.

### LM – North Receiving Station

A preconstruction meeting has been held. Work is expected to begin this fall.

### LM – Northwest Elevated Water Storage Tank

A preconstruction meeting has been held. Work is expected to begin later this month.

### LM – Bluestem Water Main Improvements

This work is substantially complete.

### LM – South Receiving Station Standpipe

A preconstruction meeting has been held. Work is expected to begin this fall.

Van Emmon Street STP

This work is substantially complete.

2025 Local Road Program

This work is substantially complete.

2025 RTBR

Construction is underway. Work is expected to be completed by the end of October.

Sanitary Sewer Lining

Construction is underway. Work is expected to be completed by the end of October.

**Planning/Design Projects**

WIFIA Loan Application

We are targeting a winter closing date.

LM – South Receiving Station

Bids will be reviewed at the October PW Committee Meeting.

LM – Rt 126 Water Main Improvements

The project is scheduled for a November letting.

2026 Water Main Replacement

Design engineering is underway.

Rt 47 Water Main Replacement – Water Park Way to Jericho

Design engineering is complete. The project will be bid as a part of the Rt 47 work.

Rt 47 Water Main Replacement – Kennedy to Water Park Way

Design engineering is on hold, pending receiving information from IDOT.

2026 Local Road Program and RTBR Program

Design engineering is underway.

E. Hydraulic Improvements (ITEP) – Phase I

Design engineering is underway.

Kennedy / Freedom Place Intersection Improvements

Land acquisition is in process.

Kennedy Road Improvements – Phase I

Design engineering has commenced.

Bertram Drive Improvements

Design engineering has commenced.

Quiet Zones

Work is in progress. The BNSF agreement will be presented at the October PW Committee meeting.



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 #3

Tracking Number

PW 2025-96

### Agenda Item Summary Memo

**Title:** Water Reports for January 2025 – September 2025

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** IEPA water reports for January 2025 to September 2025. Reports need to be accepted by City Council.

**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:**

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# United City of Yorkville

## WATER DEPARTMENT REPORT

January  
2025  
MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	393	15,566,000
7	1527	1125	522	17,271,500
8	1384	840	319	13,404,000
9	1368	861	377	11,748,000
<b>TOTAL PUMPED</b>				<b>57,989,500</b>

CURRENT MONTH'S PUMPAGE IS 2,777,900 GALLONS **MORE THAN LAST MONTH**  
777,000 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,870,629 GALLONS

DAILY MAXIMUM PUMPED: 2,208,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 72.32 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1286 LBS. FED                      CALCULATED CONCENTRATION: 2.82 MG/L  
 FLUORIDE: 0 LBS. FED                         MEASURED CONCENTRATION: 0.61 MG/L  
 POLYPHOSPHATE: 1365 LBS. FED            CALCULATED CONCENTRATION: 1.05 MG/L

### WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  
30 SATISFACTORY                           UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.61 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 24                      NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 0                      BATTERIES REPLACED:     

### NEW CUSTOMERS:

RESIDENTIAL: 7                      COMMERCIAL:                           INDUSTRIAL/GOVERNMENTAL: 0

### COMMENTS:



# United City of Yorkville

## WATER DEPARTMENT REPORT

February  
2025  
MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	395	17,203,000
7	1527	1125	480	15,375,800
8	1384	840	312	16,853,000
9	1368	861	370	11,748,000
<b>TOTAL PUMPED</b>				<b>55,008,800</b>

CURRENT MONTH'S PUMPAGE IS 2,980,700 GALLONS **LESS THAN LAST MONTH**  
4,196,800 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,964,600 GALLONS

DAILY MAXIMUM PUMPED: 2,263,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 80.71 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1255 LBS. FED                      CALCULATED CONCENTRATION: 2.90 MG/L  
 FLUORIDE: 0 LBS. FED                         MEASURED CONCENTRATION: 0.76 MG/L  
 POLYPHOSPHATE: 1268 LBS. FED            CALCULATED CONCENTRATION: 1.02 MG/L

### WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  
30 SATISFACTORY                           UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.61 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 5    NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 0                      BATTERIES REPLACED:     

### NEW CUSTOMERS:

RESIDENTIAL: 8                      COMMERCIAL:                           INDUSTRIAL/GOVERNMENTAL: 2

### COMMENTS:



# United City of Yorkville

## WATER DEPARTMENT REPORT

March  
2025  
MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	388	17,203,000
7	1527	1125	501	15,375,800
8	1384	840	303	16,853,000
9	1368	861	***	11,748,000
<b>TOTAL PUMPED</b>				<b>55,008,800</b>

CURRENT MONTH'S PUMPAGE IS 4,861,600 GALLONS **MORE THAN LAST MONTH**  
5,712,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,931,303 GALLONS

DAILY MAXIMUM PUMPED: 2,372,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 79.26 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1358 LBS. FED                      CALCULATED CONCENTRATION: 2.88 MG/L  
 FLUORIDE: 0 LBS. FED                         MEASURED CONCENTRATION: 0.61 MG/L  
 POLYPHOSPHATE: 1399 LBS. FED            CALCULATED CONCENTRATION: 1.04 MG/L

### WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  
30 SATISFACTORY                           UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.61 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 24                      NUMBER OF LEAKS OR BREAKS REPAIRED: 0

MXU'S: 1                      BATTERIES REPLACED:     

### NEW CUSTOMERS:

RESIDENTIAL: 8                      COMMERCIAL:                           INDUSTRIAL/GOVERNMENTAL:     

### COMMENTS:



# United City of Yorkville

## WATER DEPARTMENT REPORT

April  
2025  
MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	402	16,101,000
7	1527	1125	513	20,309,700
8	1384	840	300	18,820,000
9	1368	861	353	5,716,000
<b>TOTAL PUMPED</b>				<b>60,946,700</b>

CURRENT MONTH'S PUMPAGE IS 1,076,300 GALLONS **MORE THAN LAST MONTH**  
5,326,000 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,031,557 GALLONS

DAILY MAXIMUM PUMPED: 2,372,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 83.57 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1349 LBS. FED                      CALCULATED CONCENTRATION: 2.80 MG/L  
 FLUORIDE: 0 LBS. FED                         MEASURED CONCENTRATION: 0.61 MG/L  
 POLYPHOSPHATE: 1439 LBS. FED            CALCULATED CONCENTRATION: 1.05 MG/L

### WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  
30 SATISFACTORY                           UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.61 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 45                      NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 2                      BATTERIES REPLACED:     

### NEW CUSTOMERS:

RESIDENTIAL: 11                      COMMERCIAL: 2                      INDUSTRIAL/GOVERNMENTAL:     

### COMMENTS:



# United City of Yorkville

## WATER DEPARTMENT REPORT

May  
2025  
 MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	407	17,422,000
7	1527	1125	508	25,079,800
8	1384	840	286	17,968,000
9	1368	861	351	14,791,000
<b>TOTAL PUMPED</b>				<b>75,260,800</b>

CURRENT MONTH'S PUMPAGE IS 14,314,100 GALLONS **MORE THAN LAST MONTH**  
6,111,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,427,768 GALLONS

DAILY MAXIMUM PUMPED: 3,106,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 99.58 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1720 LBS. FED                      CALCULATED CONCENTRATION: 2.90 MG/L  
 FLUORIDE: 0 LBS. FED                              MEASURED CONCENTRATION: 0.61 MG/L  
 POLYPHOSPHATE: 1780 LBS. FED                      CALCULATED CONCENTRATION: 1.05 MG/L

### WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  
30 SATISFACTORY                             UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.61 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 35                      NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 1                      BATTERIES REPLACED:       

### NEW CUSTOMERS:

RESIDENTIAL: 9                      COMMERCIAL:                             INDUSTRIAL/GOVERNMENTAL: 1

### COMMENTS:



# United City of Yorkville

## WATER DEPARTMENT REPORT

June  
2025  
MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	379	19,971,000
7	1527	1125	501	22,777,000
8	1384	840	286	17,494,000
9	1368	861	358	17,471,000
<b>TOTAL PUMPED</b>				<b>77,713,000</b>

CURRENT MONTH'S PUMPAGE IS 2,452,200 GALLONS **MORE THAN LAST MONTH**  
3,938,900 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,590,433 GALLONS

DAILY MAXIMUM PUMPED: 3,723,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 105.87 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1710 LBS. FED                      CALCULATED CONCENTRATION: 2.81 MG/L  
 FLUORIDE: 0 LBS. FED                         MEASURED CONCENTRATION: 0.81 MG/L  
 POLYPHOSPHATE: 1866 LBS. FED            CALCULATED CONCENTRATION: 1.07 MG/L

### WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  
30 SATISFACTORY                             UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.61 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 8    NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 10                      BATTERIES REPLACED:       

### NEW CUSTOMERS:

RESIDENTIAL: 39                      COMMERCIAL:                             INDUSTRIAL/GOVERNMENTAL:       

### COMMENTS:



# United City of Yorkville WATER DEPARTMENT REPORT

July  
2025  
MONTH / YEAR

## WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	386	23,770,000
7	1527	1125	524	17,453,700
8	1384	840	273	21,455,000
9	1368	861	351	13,742,000
<b>TOTAL PUMPED</b>				<b>76,420,700</b>

CURRENT MONTH'S PUMPAGE IS 1,292,300 GALLONS **LESS THAN LAST MONTH**  
8,417,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,465,184 GALLONS

DAILY MAXIMUM PUMPED: 3,046,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 100.51 GALLONS (Population 23,000)

## WATER TREATMENT:

CHLORINE: 1639 LBS. FED                      CALCULATED CONCENTRATION: 2.74 MG/L  
 FLUORIDE: 0 LBS. FED                         MEASURED CONCENTRATION: 0.69 MG/L  
 POLYPHOSPHATE: 1866 LBS. FED            CALCULATED CONCENTRATION: 1.18 MG/L

## WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  
30 SATISFACTORY                             UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.69 MG/L

## MAINTENANCE:

NUMBER OF METERS REPLACED: 241                      NUMBER OF LEAKS OR BREAKS REPAIRED:       

MXU'S: 241                      BATTERIES REPLACED:       

## NEW CUSTOMERS:

RESIDENTIAL: 19                      COMMERCIAL:                             INDUSTRIAL/GOVERNMENTAL:       

## COMMENTS:



# United City of Yorkville

## WATER DEPARTMENT REPORT

August  
2025  
MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	379	27,674,000
7	1527	1125	513	13,504,500
8	1384	840	268	21,548,0000
9	1368	861	353	12,474,000
<b>TOTAL PUMPED</b>				<b>75,200,500</b>

CURRENT MONTH'S PUMPAGE IS 1,220,200 GALLONS **LESS THAN LAST MONTH**  
5,610,400 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,425,823 GALLONS

DAILY MAXIMUM PUMPED: 2,681,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 100.40 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1729 LBS. FED                      CALCULATED CONCENTRATION: 2.90 MG/L  
 FLUORIDE: 0 LBS. FED                         MEASURED CONCENTRATION: 0.73 MG/L  
 POLYPHOSPHATE: 2047 LBS. FED            CALCULATED CONCENTRATION: 1.20 MG/L

### WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  
30 SATISFACTORY                             UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.73 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 218                      NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 218                      BATTERIES REPLACED:       

### NEW CUSTOMERS:

RESIDENTIAL: 14                      COMMERCIAL:                             INDUSTRIAL/GOVERNMENTAL:       

### COMMENTS:



# United City of Yorkville

## WATER DEPARTMENT REPORT

September  
2025  
MONTH / YEAR

### WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	784	379	23,312,000
7	1527	1125	513	18,005,000
8	1384	840	268	22,595,000
9	1368	861	353	7,220,000
<b>TOTAL PUMPED</b>				<b>71,132,000</b>

CURRENT MONTH'S PUMPAGE IS 4,068,500 GALLONS **LESS THAN LAST MONTH**  
2,909,000 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,371,067 GALLONS

DAILY MAXIMUM PUMPED: 3,057,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 99.48 GALLONS (Population 23,000)

### WATER TREATMENT:

CHLORINE: 1719 LBS. FED                      CALCULATED CONCENTRATION: 3.00 MG/L  
 FLUORIDE: 0 LBS. FED                         MEASURED CONCENTRATION: 0.73 MG/L  
 POLYPHOSPHATE: 1980 LBS. FED            CALCULATED CONCENTRATION: 1.21 MG/L

### WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  
30 SATISFACTORY                           UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN                      CONCENTRATION: 0.73 MG/L

### MAINTENANCE:

NUMBER OF METERS REPLACED: 267                      NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 270                      BATTERIES REPLACED:     

### NEW CUSTOMERS:

RESIDENTIAL: 27                      COMMERCIAL:                           INDUSTRIAL/GOVERNMENTAL:     

**COMMENTS: Pumping Levels are the same as August : Unable to record this month**



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

Agenda Item Number

New Business #4

Tracking Number

PW 2025-97

### Agenda Item Summary Memo

**Title:** BNSF Agreement (Quiet Zone)

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** Agreement Consideration

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

#### Agenda Item Notes:

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# Memorandum

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

Date: October 21, 2025  
Subject: BNSF Agreement (Quiet Zone)

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This item was previously discussed at the September Public Works Committee meeting. The BNSF agreement is attached for the City's consideration. The costs are estimated to be \$28,099.

As noted, approval of the BNSF agreement is the first step towards obtaining Quiet Zone approval for the BNSF line and will cover the following:

- Desktop review ahead of diagnostic meeting
- Diagnostic meeting travel and attendance
- Budget for follow-up calls and coordination

Let us know if you have any questions or need additional information.



Contract Number: BF-20561555

**PRELIMINARY ENGINEERING SERVICES AGREEMENT**  
**Quiet Zone Project**

**BNSF File No.: BF-20561555**  
**Mile Post 44.512**  
**Line Segment 1**  
**U.S. DOT Number 079584S, 079578N, 079579V**  
**Subdivision**

This Agreement ("**Agreement**") is executed to be effective as of \_\_\_\_\_, 2025 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**") and the Unified City of Yorkville, a political subdivision of the State of IL ("**Agency**").

**RECITALS**

WHEREAS, BNSF owns and operates a line of railroad in and through Yorkville, State of IL;

WHEREAS, Agency has stated its intention to proceed initially with a project to establish two quiet zones (the "**Project**") that include the crossings as identified in Exhibit A ("**Crossing**" or "**Crossings**");

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Contract Number: BF-20561555

## 1) Scope of Work

As used herein, the term "**Work**" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the "**BNSF Parties**") pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

## 2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, "**Actual Costs**"). BNSF's estimated cost for Work on this Project is 28,099 ("**Estimated Cost**"). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.



Contract Number: BF-20561555

### 3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

The Project is understood to be undertaken, in whole or in part, as part of Agency's proposal to seek to establish and/or maintain a quiet zone in accordance with 49 CFR Part 222 ("**Quiet Zone**"). Agency acknowledges that BNSF does not recommend the establishment of a Quiet Zone and believes that, if not properly accounted for with appropriate safety enhancements, the elimination of the train horn can be detrimental to safety. The train horn is intended to alert the motoring and pedestrian public of train movement, and Agency is responsible for using the requirements provided at 49 CFR Part 222 as a minimum guideline in any approach to creating a situation where the train horn is eliminated. The Work to be performed by BNSF for the Project is not intended to be an endorsement or approval of the use of the Crossing or of any facilities or equipment to be installed by BNSF for the purposes of establishing or maintaining a Quiet Zone. Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project.

BNSF is providing the Work — including without limitation the design, selection, or provision of signal equipment and other Crossing appurtenances or BNSF's modifications under or subsequent to this Agreement, including the review or adequacy of any existing equipment or appurtenances — in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including Agency's use of the Crossing for highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY**



Contract Number: BF-20561555

**SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.** Agency is solely responsible for obtaining regulatory approvals consistent with this Agreement.

AGENCY is solely responsible for establishing, and if approved, maintaining compliance of any Quiet Zone authorized by the Federal Railroad Administration, at its sole expense. Any additional work or equipment required to be installed at the Crossing as the result of the establishment of a Quiet Zone shall be at no cost to BNSF.

#### **4) No Right of Entry**

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("Entry Permit").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Jacob Rzewnicki at 913-551-4275, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("JLL") at <http://bnsf.railpermitting.com/> to obtain the required Entry Permit prior to any entry.

#### **5) Disclaimer**

**BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK.**



Contract Number: BF-20561555

**LIKewise, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.**



Contract Number: BF-20561555

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

**Unified City of Yorkville**

**BNSF Railway Company**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Assistant Director Public Projects

Accepted and effective this \_\_\_ day of \_\_\_\_\_, 2025.




**Engineering Enterprises, Inc.**  
 CONSULTING ENGINEERS  
 53 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700 / www.eeiweb.com

**United City of Yorkville**  
 800 Game Farm Road  
 Yorkville, IL 60550  
 (630) 553-4350  
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	02/10/2014
PROJECT NO.:	Y01439
PATH:	H:\GIS\PUBLIC\YORKVILLE\2014\
FILE:	Y01439_LOCATION2.MXD

**QUIET ZONE INITIATIVE**  
 UNITED CITY OF YORKVILLE  
 KENDALL COUNTY, ILLINOIS

**ATTACHMENT E**  
**LOCATION MAP**  
**BNSF RAILROAD**





# 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



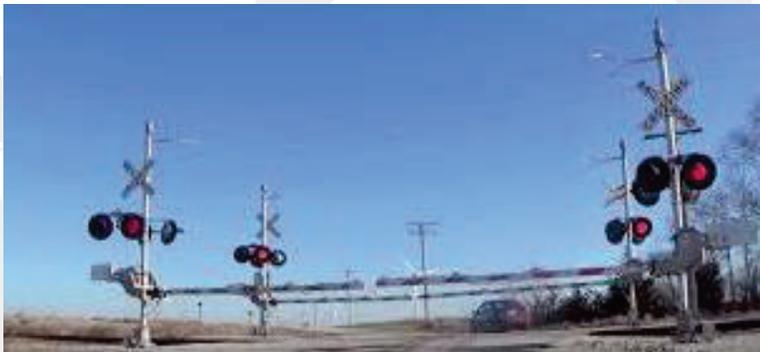
# TRAIN HORN RULE

- 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)





# BNSF Quiet Zone

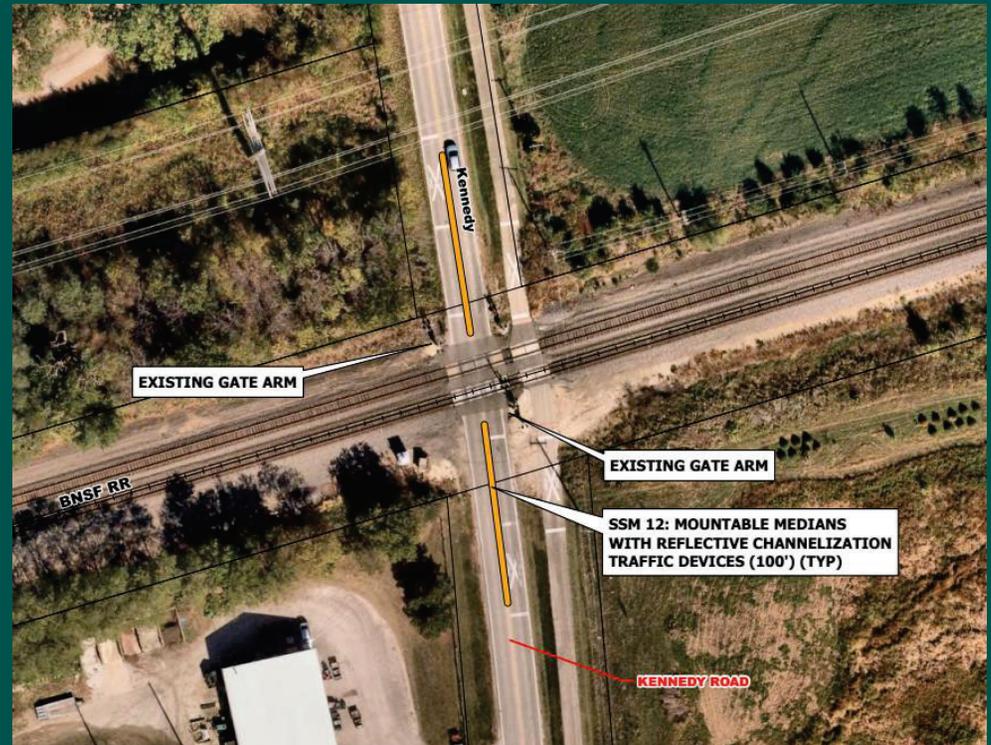
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- Beecher Road
  - Constant Warning Time, Gates & Lights
- Cannonball Trail
  - Not Included, Kendall County Completing Separately
- Kennedy Road
  - Constant Warning Time, Gates & Lights
  - Pedestrian Crossing To Be Reviewed By Diagnostic Team
-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

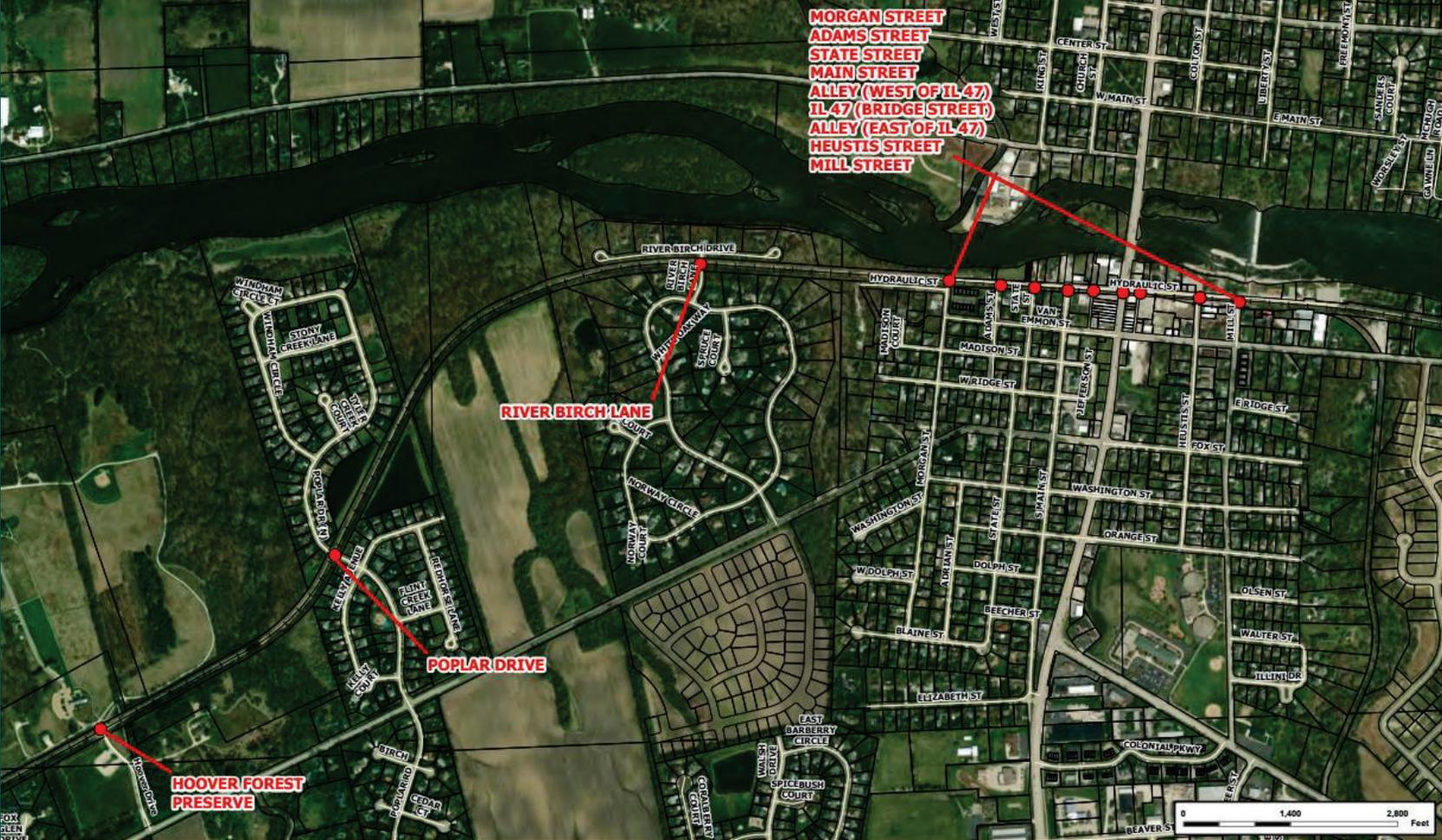
Submit Notice of  
Intent

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

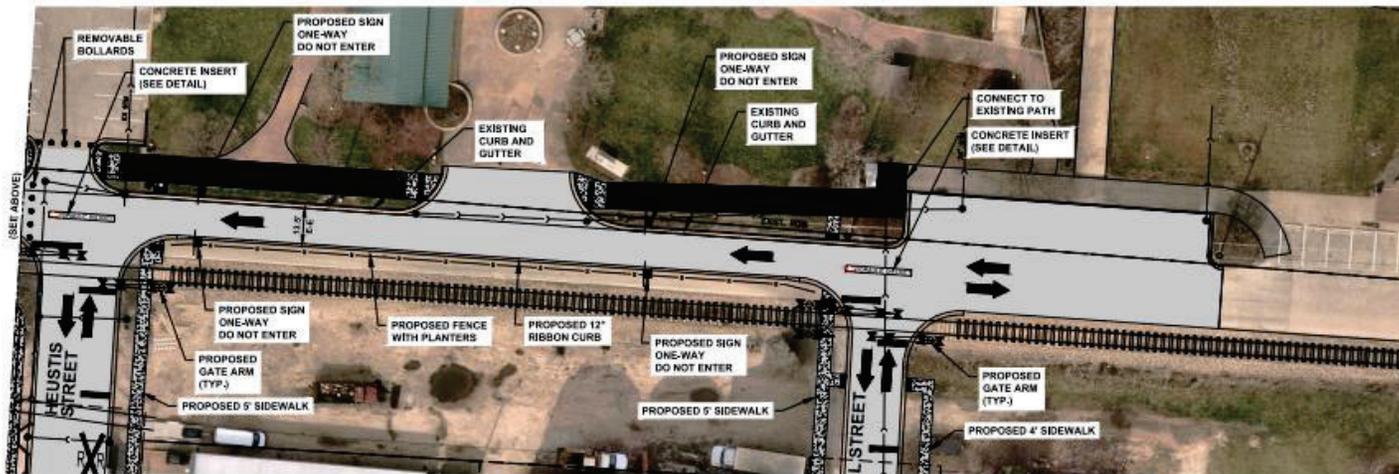
2

4

Engage Railroad To  
Discuss Agreements and  
Project Implementation for  
Crossing Improvements



# ITEP Project



**LEGEND**

- PROP HMA PAVEMENT AND RESURFACING
- PORTLAND CEMENT PAVEMENT REMOVAL AND REPLACEMENT
- PROP CURB CONC CURB AND GUTTER
- PROP 12" RIBBON CURB
- PROP PORTLAND CEMENT CONCRETE SIDEWALK, 5'
- HOT-MIX ASPHALT SHARED USE PATH

SCALE:  
 HORIZONTAL 1" = 20'  
 VERTICAL 1" = 5'



# 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](mailto:steve.chery@illinois.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Gia Blagi'.

Gia Blagi  
Secretary





# QUESTIONS OR COMMENTS?



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 2025-98

**Agenda Item Summary Memo**

**Title:** South Receiving Station Bid Results and Award Recommendation

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** Summary of Bid Results for the South Receiving Station and Award

Recommendation

**Council Action Previously Taken:**

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

**Agenda Item Notes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

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

Date: October 28, 2025  
Subject: South Receiving Station Bid Results and Award Recommendation

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Bids were received, opened, and tabulated for work to be done on the South Receiving Station on October 7, 2025. This project is for receiving the City's future Lake Michigan Supply by DuPage Water Commission (DWC) and consists of a new pressure adjusting station building located on the recent City acquired property for the future Receiving Station, South Standpipe, and associated appurtenances. This contract includes construction of a new building that will house new pressure reducing components and booster pumps, chemical feed equipment, all piping components required by DWC, electrical including emergency generator, and associated appurtenances and site work. The improvements will connect to the new South Standpipe (separate contract) and will deliver water to the City's South and South Central Pressure Zones once the Lake Michigan supply commences.

The South Receiving Station is similar to the City's North Receiving Station project recently bid and currently under contract. The bid results were under the Engineer's Estimate and were consistent with the previous North Receiving Station bids.

This project is included in the City's Water Infrastructure Finance and Innovation Act (WIFIA) Loan which is in the final stages of loan closing, and is part of the WIFIA loan eligible project costs. The final requested loan amount and individual project costs are currently planned to be updated following the next DWC transmission main bid opening, and the actual South Receiving Station costs will be able to be updated and incorporated at that time.

Per the terms of the City's WIFIA loan, the loan can provide funds for up to 80% of all eligible project costs, and the City is responsible for the remaining 20%. Besides this project, the loan includes multiple other water infrastructure projects including the DWC supply transmission main. The WIFIA loan terms include a deferred payment schedule after all work on the eligible projects is completed.

We recommend that award be made to the lowest responsible, responsive bidder, Whittaker Construction & Excavating, Inc., P.O. Box 21, Earlville, IL 60518 in the amount of \$6,875,000.

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

NOTICE OF AWARD

TO: Whittaker Construction & Excavating, Inc.

P.O. Box 21

105 E. Park Street

Earlville, IL 60518

PROJECT Description: South Receiving Station, including all associated appurtenances, site work, and materials necessary to complete the project.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated August 18, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ Six Million, Eight Hundred Seventy-Five Thousand Dollars (\$6,875,000.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 28th day of October, 2025.

United City of Yorkville  
Owner

By \_\_\_\_\_

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

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**BID SUMMARY**  
**SOUTH RECEIVING STATION PROJECT - YO2416-P**  
**UNITED CITY OF YORKVILLE, IL**

BID TABULATION BIDS RECEIVED 11:00 A.M. 10/07/25	ENGINEER'S ESTIMATE  52 Wheeler Road Sugar Grove, IL 60554	Whittaker Construction & Excavating, Inc. P.O. Box 21 Earlville, IL 60518	Williams Brothers Construciton P.O. Box 1366 Peoria, IL 61654	Vissering Construction Company 175 Benchmark Industrial Dr. Streator, IL 61364	IHC Construction Companies, LLC 385 Airport Rd, Ste 100 Elgin, IL 60123
<b>TOTAL BASE BID</b>	<b>\$8,465,000.00</b>	<b>\$6,875,000.00</b>	<b>\$7,040,000.00</b>	<b>\$7,041,000.00</b>	<b>\$7,269,000.00</b>
ATTENDED MANDATORY PRE-BID MEETING		X	X	X	X
ADDENDUM NO. 1 ACKNOWLEDGED		X	X	X	X
ADDENDUM NO. 2 ACKNOWLEDGED		X	X	X	X
ADDENDUM NO. 3 ACKNOWLEDGED		X	X	X	X
ADDENDUM NO. 4 ACKNOWLEDGED		X	X	X	X
COMPLETED BID FORM & BID SCHEDULE		X	X	X	X
MANDATORY ALTERNATE BID SCHEDULE		X	X	X	X
MAJOR EQPT. ALTERNATIVE BID PRICES		X	X	X	X
UNIT PRICE SCHEDULE		X	X	X	X
BID BOND		X	X	X	X
SIGNED BID		X	X	X	X
BIDDER'S QUESTIONNAIRE		X	X	X	X
	% above/below Engineer's Estimate	-18.78%	-16.83%	-16.82%	-14.13%

BID TABULATION - YORKVILLE SOUTH RECEIVING STATION

ITEM NO.	ITEM	UNIT	QTY	ENGINEER'S ESTIMATE		WHITTAKER CONSTRUCTION & EXCAVATING, INC.		WILLIAMS BROTHERS CONSTRUCTION		VISSERING CONSTRUCTION COMPANY		IHC CONSTRUCTION COMPANY, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 300,000.00	\$ 300,000.00	\$ 400,000.00	\$ 400,000.00	\$ 500,000.00	\$ 500,000.00	\$ 450,000.00	\$ 450,000.00
2	CONSTRUCTION OF THE NEW RECEIVING STATION BUILDING INCLUDING FURNISHING AND INSTALLING ALL BUILDING APPURTENANCES, INCLUDING HVAC, SHOWN IN THE CONTRACT DOCUMENTS AND NOT COVERED BY A SEPARATE PAY ITEM.	LS	1	\$ 3,250,000.00	\$ 3,250,000.00	\$ 2,793,800.00	\$ 2,793,800.00	\$ 2,650,000.00	\$ 2,650,000.00	\$ 2,458,000.00	\$ 2,458,000.00	\$ 1,948,000.00	\$ 1,948,000.00
3	FURNISH AND INSTALL NEW PUMP BAY 1 HIGH SERVICE PUMPS	EA	3	\$ 60,000.00	\$ 180,000.00	\$ 50,000.00	\$ 150,000.00	\$ 40,000.00	\$ 120,000.00	\$ 50,000.00	\$ 150,000.00	\$ 106,000.00	\$ 318,000.00
4	FURNISH AND INSTALL NEW PUMP BAY 2 HIGH SERVICE PUMPS	EA	3	\$ 65,000.00	\$ 195,000.00	\$ 63,400.00	\$ 190,200.00	\$ 60,000.00	\$ 180,000.00	\$ 75,000.00	\$ 225,000.00	\$ 136,000.00	\$ 408,000.00
5	FURNISH AND INSTALL INTERIOR MECHANICAL PROCESS PIPING COMPLETE, INCLUDING ALL VALVES AND APPURTENANCES	LS	1	\$ 1,750,000.00	\$ 1,750,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,400,000.00	\$ 1,400,000.00
6	FURNISH AND INSTALL NEW SODIUM HYPOCHLORITE CHEMICAL FEED SYSTEM COMPLETE, INCLUDING CHEMICAL FEED EQUIPMENT, TANKS AND ASSOCIATED APPURTENANCES AND PIPING	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 115,000.00	\$ 115,000.00	\$ 70,000.00	\$ 70,000.00	\$ 125,000.00	\$ 125,000.00	\$ 245,000.00	\$ 245,000.00
7	FURNISH AND INSTALL NEW ORTPHOSPHATE CHEMICAL FEED SYSTEM COMPLETE, INCLUDING CHEMICAL FEED EQUIPMENT, TANKS AND ASSOCIATED APPURTENANCES AND PIPING	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 115,000.00	\$ 115,000.00	\$ 210,000.00	\$ 210,000.00	\$ 100,000.00	\$ 100,000.00	\$ 215,000.00	\$ 215,000.00
8	FURNISH AND INSTALL SITE PIPING INCLUDING DIP WATERMAIN, WATER SERVICE A	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 148,000.00	\$ 148,000.00	\$ 100,000.00	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00	\$ 180,000.00	\$ 180,000.00
9	SITE ELECTRICAL WORK, INCLUDING FURNISHING ALL MATERIALS AND INSTALLING ALL DUCGT BANK (CONCRETE ENCASED), FEEDS, WIRING, SITE SECURITY AND LIGHTING, COORDINATION AND INSTALLATION OF NEW UTILITY TRANSFORMER	LS	1	\$ 185,000.00	\$ 185,000.00	\$ 120,000.00	\$ 120,000.00	\$ 260,000.00	\$ 260,000.00	\$ 75,000.00	\$ 75,000.00	\$ 325,000.00	\$ 325,000.00
10	BUILDING ELECTRICAL WORK, INCLUDING FURNISHING ALL MATERIALS AND INSTALLING ALL ELECTRICAL GEAR, CONDUIT, AND ASSOCIATED APPURTENANCES AND COMPONENTS AS SHOWN IN THE CONTRACT DOCUMENT	LS	1	\$ 1,050,000.00	\$ 1,050,000.00	\$ 713,000.00	\$ 713,000.00	\$ 690,000.00	\$ 690,000.00	\$ 900,000.00	\$ 900,000.00	\$ 675,000.00	\$ 675,000.00
11	FURNISH AND INSTALL GENERATOR AND ATS	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 200,000.00	\$ 200,000.00	\$ 280,000.00	\$ 280,000.00	\$ 200,000.00	\$ 200,000.00	\$ 275,000.00	\$ 275,000.00
12	FURNISH AND INSTALL CCTV SECURITY SYSTEM, 3-CAMERA, COMPLETE, INCLUDING NEW INTERNET SERVICE AND ASSOCIATED APPURTENANCES	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 35,000.00	\$ 35,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
13	SCADA INTEGRATION	LS	1	\$ 225,000.00	\$ 225,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 198,000.00	\$ 198,000.00	\$ 200,000.00	\$ 200,000.00
14	COMPLETE SITE PAVEMENT TO LIMITS SHOWN IN RECEIVING STATION CONTRACT, IN ACCORDANCE WITH THE SPECIFICATIONS AND IDTO STANDARDS	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 90,000.00	\$ 90,000.00	\$ 100,000.00	\$ 100,000.00	\$ 90,000.00	\$ 90,000.00	\$ 210,000.00	\$ 210,000.00
15	FENCE AND ELECTRICAL GATE ENTRY SYSTEM, COMPLETE WITH MATERIAL, INSTALLATION AND KEY PHOBE ACTIVATED ENTRY SYSTEM	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 70,000.00	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00
16	SITE RESTORATION INCLUDING NEW LANDSCAPING/TREES, TOPSOIL AND RESEEDING AREAS IMPACTED BY CONSTRUCTION.	LS	1	\$ 170,000.00	\$ 170,000.00	\$ 125,000.00	\$ 125,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 145,000.00	\$ 145,000.00
17	ITEMS ORDERED BY ENGINEER	EA	100,000	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00
	<b>TOTAL BASE BID</b>				<b>\$ 8,465,000.00</b>		<b>\$ 6,875,000.00</b>		<b>\$ 7,040,000.00</b>		<b>\$ 7,041,000.00</b>		<b>\$ 7,269,000.00</b>
					% above/below Engineer's Estimate		-18.78%		-16.83%		-16.82%		-14.13%
<b>MANDATORY ALTERNATE BID SCHEDULE</b>													
A	Provide Extended Warranty for an Additional Period of Two (2) Years on All Equipment Listed in Base Bid Schedule (e.g., additional two (2) years added to, not inclusive of, Manufacturers' Standard Warranty)				\$ 75,000.00		\$ 5,000.00		\$ 50,000.00		\$ 10,000.00		\$ 30,000.00

**MAJOR EQUIPMENT ALTERNATIVE BID PRICES**

SECTION	EQUIPMENT/ACTIVITY	ENGINEER'S ESTIMATE		WHITTAKER CONSTRUCTION & EXCAVATING, INC.		WILLIAMS BROTHERS CONSTRUCTION		VISSERING CONSTRUCTION COMPANY		IHC CONSTRUCTION COMPANY	
		MANUFACTURER	BID PRICE	MANUFACTURER	BID PRICE	MANUFACTURER	BID PRICE	MANUFACTURER	BID PRICE	MANUFACTURER	BID PRICE
11210	High Service Pumping Equipment	Flowsolve	\$ 375,000.00	X	\$ 365,000.00	NO BID		NO BID		X	\$ 460,000.00
		Grundfos			NO BID		NO BID		X	\$ 240,000.00	\$ 500,000.00
		Goulds			NO BID		X	\$ 250,000.00	NO BID		\$ 500,000.00
11266	Chemical Feed Equipment (Sodium Hypochlorite System)	Watson Marlow	\$ 100,000.00	X	\$ 80,000.00	NO BID		X	\$ 50,000.00	X	\$ 100,000.00
		Blue-White			NO BID		X	\$ 65,000.00	NO BID		\$ 125,000.00
		Albin Pump			NO BID		NO BID		NO BID		\$ 125,000.00
11265	Chemical Storage Tanks (Sodium Hypochlorite System)	Poly Processing	\$ 45,000.00	X	\$ 24,000.00	NO BID		X	\$ 25,000.00	X	\$ 30,000.00
		Assmann			NO BID		X	\$ 25,000.00	NO BID		\$ 40,000.00
11266	Chemical Feed Equipment (Orthophosphate System)	Watson Marlow	\$ 100,000.00	X	\$ 80,000.00	NO BID		X	\$ 65,000.00	X	\$ 100,000.00
		Blue-White			NO BID		X	\$ 65,000.00	NO BID		\$ 125,000.00
		Albin Pump			NO BID		NO BID		NO BID		\$ 125,000.00
11265	Chemical Storage Tanks (Orthophosphate System)	Poly Processing	\$ 45,000.00	X	\$ 24,000.00	NO BID		X	\$ 30,000.00	X	\$ 30,000.00
		Assmann			NO BID		X	\$ 25,000.00	NO BID		\$ 40,000.00
11395	Flow Meters	Endress + Hauser	\$ 50,000.00		NO BID		NO BID		NO BID		\$ 50,000.00
		Sparling	\$ -		NO BID		NO BID		NO BID		\$ 40,000.00
		ABB	\$ -	X	\$ 26,940.00	X	\$ 27,000.00	X	\$ 27,000.00	X	\$ 26,940.00
15420	Control Valves	Cla-Val	\$ 185,000.00	X	\$ 175,000.00	X	\$ 200,000.00	X	\$ 120,000.00	X	\$ 50,000.00
					NO BID		NO BID		NO BID		
16483	Variable Frequency Drives	ABB	\$ 120,000.00	X	\$ 100,000.00	X	\$ 75,000.00	X	\$ 100,000.00	X	\$ 100,000.00
		Rockwell Allen-Bradley			NO BID		NO BID		NO BID		\$ 200,000.00
		Square-D			NO BID		NO BID		NO BID		\$ 200,000.00
		General Electric			NO BID		NO BID		NO BID		\$ 200,000.00
		Cutler Hammer			NO BID		NO BID		NO BID		\$ 200,000.00
16620	Packaged Diesel Engine Generator Systems	Caterpillar	\$ 300,000.00	X	\$ 196,995.00	X	\$ 200,000.00	X	\$ 195,000.00	X	\$ 200,000.00
16900	Instrumentation System	Advanced Automation & Controls	\$ 225,000.00	X	\$ 171,795.00	X	\$ 172,000.00	X	\$ 198,000.00	X	\$ 171,795.00



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

Agenda Item Number

New Business #6

Tracking Number

PW 2025-99

### Agenda Item Summary Memo

**Title:** South Receiving Station – Construction Engineering Agreement

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** Proposed PSA for construction engineering for the south receiving station 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:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: October 10, 2025  
Subject: South Receiving Station PSA

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## **Summary**

A proposed PSA from EEI for construction engineering services for the south receiving station project in the amount of \$360,866. This is a budgeted expense in the approved FY26 budget.

## **Background**

The South Receiving Station is our second, and final receiving station that we need to construct to be able to receive water from DWC when it is available in 2028. We have already awarded the north receiving station, north water tower, south standpipe, and now we are awarding the south receiving station. All these projects are multi-year projects that need to get under construction now to be ready for water in 2028.

EEI is proposing a construction engineering agreement for the south receiving station in the amount of \$322,691 + \$38,175 in direct expenses for a total of \$360,866. This project is expected to take multiple years to construct. At this time, we have approved \$105,000 in the FY26 budget and put placeholders in for \$181,000 in FY27 and \$76,000 in FY28 for a total of \$362,000.

As with the other EEI construction engineering contracts, the services for this proposed contract include project administration, prepare for, attend, and facilitation of meetings, construction coordination, review of shop drawings, review and response to RFI's, review pay requests, coordinate with USEPA and WIFIA for loan progress reporting, construction observation, staking, record drawings, punch list creation and follow up inspections, and project close out.

## **Recommendation**

Staff recommends approval of this PSA with EEI in the amount of \$360,866.

**Resolution No. 2025-\_\_\_\_\_**

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

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

**WHEREAS**, the City's Public Works Department plans to construct the South Receiving Station for future delivery of Lake Michigan water from the DuPage Water Commission (the "Project"); and

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

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

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

**WHEREAS**, the City administration recommends approval of the Agreement.

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

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

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

for Professional Services – South Receiving Station – Construction Engineering, attached hereto as Exhibit A.

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

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

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

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

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

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

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

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

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

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

RUSTY HYETT \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
City Clerk

## **Agreement for Professional Services South Receiving Station – Construction Engineering**

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

### **A. Services:**

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

### **B. Term:**

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

### **C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$322,691.00. Direct expenses are estimated at \$38,175.00. The hourly rates for this project are shown in Attachment E. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

### **D. Changes in Rates of Compensation:**

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



**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent ENGINEER:**

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

**H. Certifications:**

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

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

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

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



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

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

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

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

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

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The ENGINEER certifies that he/she is a:   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 ENGINEER certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): \_\_\_ Individual \_\_\_ Real Estate Agent \_\_\_ Sole Proprietorship \_\_\_ Government Entity \_\_\_ Partnership \_\_\_ Tax Exempt Organization (IRC 501(a) only) x Corporation \_\_\_ Not for Profit Corporation \_\_\_ Trust or Estate \_\_\_ Medical and Health Care Services Provider Corp.

### **I. Indemnification:**

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

### **J. Insurance:**

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

### **K. Additional Terms or Modification:**

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

**Attachment A:** Standard Terms and Conditions

**Attachment B:** Scope of Services

**Attachment C:** Estimated Level of Effort and Associated Cost

**Attachment D:** Estimated Schedule

**Attachment E:** 2025 Standard Schedule of Charges



**Attachment F:** USEPA Certification Regarding Debarment, Suspension, and Other Responsibility Matters

**Attachment G:** IEPA/USEPA Professional Services Contract Clauses

**Attachment H:** Supplemental USEPA/WIFIA Professional Services Contract Clauses

**L. Notices:**

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

For the City:

For the ENGINEER:

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

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 Contrino  
City Clerk

\_\_\_\_\_  
Angela R. Smith  
Director of Marketing and Business Development



## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**South Receiving Station  
United City of Yorkville, IL  
Professional Services Agreement - Construction Engineering**

**Attachment B – Scope of Services**

The United City of Yorkville intends to construct the South Receiving Station for future delivery of Lake Michigan water from the DuPage Water Commission. Items include construction of a new building to house a new pressure adjusting station, including booster pumping and pressure reducing components with all process piping, chemical feed system including chlorine and phosphate, architectural components, electrical, connection to existing water main, associated water main piping modifications and valves, SCADA upgrades, and generator. The project is expected to receive WIFIA funding pending closing of the City's loan application currently in process.

The following list of work items summarizes the scope of engineering services for this project, for which a detailed breakdown and estimated level of effort for major items is included in Attachment C:

## **CONSTRUCTION ENGINEERING**

### **Construction Administration**

- Project Administration and Supervision of Staff, Budget
- Contracting Coordination with Contractor and the City
- Preparation of Construction Issue Plans and Specifications
- Prepare for, Attend, and Facilitate the Preconstruction and Construction Progress Meetings with the Contractor Including Preparation of Meeting Minutes (Assumes 12 Total Meetings Max.)
- Construction Coordination with Contractor and the City
- Review Shop Drawings, O&M Manuals, and Warranty Information
- Review and Respond to Contractor Requests for Information (RFIs), Proposed Change Orders (PCOs), and Prepare Change Orders
- Review Contractor Pay Requests, Gather Invoices, Waivers of Lien, Certified Payroll, and Material Certification, and Prepare Pay Estimates
- Coordinate with USEPA for WIFIA Loan Progress Reporting

### **Construction Layout and Record Drawings**

- Stake Proposed Structures
- Perform Post Construction Field Survey for Record Drawings
- Prepare Record Drawings

### **Construction Observation and Documentation**

- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Part-Time Construction Observation & Field Reports (Est. Avg. 16 Hours/Week For 44 Weeks)
- Provide Weekly Construction Update Emails to City Staff During Construction Activity Onsite
- Perform Punch Walks, Prepare Punch List, and Provide Follow Up Inspections and Recommend Acceptance
- Prepare Project Closeout Paperwork



**NOTES AND EXCLUSIONS**

- The above scope of services does not include the following:
  - WIFIA Loan Application or Loan Processing/Coordination other than furnishing required compliance documentation to USEPA (provided by/responsibility of the Contractor to furnish)
  - WIFIA Loan Disbursement Requests – assumed to be completed under a separate project that will include WIFIA Loan disbursement requests for all projects included under City's WIFIA Loan
  - Additional Progress Meetings or Construction Observation Beyond That Specified
  - Attendance/Presentations at City Meetings
  - No Shop Drawing Reviews Beyond One Resubmittal for Each Shop Drawing – There Are Provisions in the Project Manual for the Contractor to Reimburse the Engineer for Expenses Related to Each Additional Resubmittal

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



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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2416-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
South Receiving Station		10/9/25	CRW / CEO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	PE	CAD/GIS	SUR-PM	SURVEY	ADMIN	HOURS	COST
		RATE	\$256	\$243	\$218	\$175	\$182	\$218	\$182	\$75		
<b>CONSTRUCTION ENGINEERING</b>												
3.01	Project Administration		8		18						26	\$ 5,972
3.02	Contract Coordination				8	8				4	20	\$ 3,444
3.03	Prepare Construction Issue Plans and Specifications				4	8	12				24	\$ 4,456
3.04	Weekly Project Update Emails to City Staff (During Construction)					40					40	\$ 7,000
3.05	Pre-Con Meeting and Monthly Construction Progress Meetings (12 Total Meetings Max.)				36	48					84	\$ 16,248
3.06	Review Pay Applications (15 Max.)				18	52					70	\$ 13,024
3.07	Review Shop Drawings, O&M Manuals, and Warranty Info				40	160					200	\$ 36,720
3.08	Review RFI's and PCO's				32	40					72	\$ 13,976
3.09	Construction Staking							16	32		48	\$ 9,312
3.10	Coordination with the City and Contractor		6	9	75	150					240	\$ 46,323
3.11	Construction Observation & Field Reports (Est. Avg. 16 Hours/Week For 44 Weeks)				24	704					728	\$128,432
3.12	Punchwalks and Punchlists				8	40					48	\$ 8,744
3.13	Prepare and Issue As-Built Drawings				8	40	40	8	12		108	\$ 19,952
3.14	WIFIA Loan Program Construction Coordination				16	32					48	\$ 9,088
<b>Construction Engineering Subtotal:</b>			<b>14</b>	<b>9</b>	<b>287</b>	<b>1,322</b>	<b>52</b>	<b>24</b>	<b>44</b>	<b>4</b>	<b>1,756</b>	<b>\$322,691</b>
<b>PROJECT TOTAL:</b>			<b>14</b>	<b>9</b>	<b>287</b>	<b>1,322</b>	<b>52</b>	<b>24</b>	<b>44</b>	<b>4</b>	<b>1,756</b>	<b>\$322,691</b>

PIC Principal in Charge  
 SPM Senior Project Manager  
 PM Project Manager  
 PE Project Engineer  
 CAD/GIS CAD/GIS Technician  
 SUR-PM Survey Project Manager  
 SURVEY Survey Technician  
 ADMIN Administrative Assistant

<b>DIRECT EXPENSES</b>	
Printing/Scanning/Mailing =	\$ 750
Vehicle =	\$ 6,375
MEP Engineering =	\$ 16,000
Architectural =	\$ 8,250
Geotechnical Engineering =	\$ 4,000
Structural Engineering =	\$ 2,800
<b>DIRECT EXPENSES =</b>	<b>\$ 38,175</b>

<b>LABOR SUMMARY</b>	
EEl Labor Expenses =	\$322,691
<b>TOTAL LABOR EXPENSES</b>	<b>\$322,691</b>

**TOTAL COSTS \$360,866**







# ENGINEERING ENTERPRISES, INC.

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

## ATTACHMENT E: STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

### VEHICLES, DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS\*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

\* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



EPA Project Control Number

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

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

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

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

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

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Typed Name and Title of Authorized Representative

*Christopher Walton*

10/9/25

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Signature of Authorized Representative

Date

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

**ATTACHMENT G**  
**IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**Audit and Access to Records Clause:**

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

**Covenant Against Contingent Fees:**

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

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

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

**USEPA Nondiscrimination Clause:**

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

**USEPA Fair Share Percentage Clause:**

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

**ATTACHMENT H**  
**SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**ECONOMIC AND MISCELLANEOUS AUTHORITIES**

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

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

**NEW RESTRICTIONS ON LOBBYING**

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



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

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Tracking Number

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PW 2025-100

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### Agenda Item Summary Memo

**Title:** IDOT IGA – Rt 47 (IDOT Contract 62M71)

**Meeting and Date:** Public Works Committee – October 21, 2025

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

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#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

#### Agenda Item Notes:

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# Memorandum

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

Date: October 15, 2025  
Subject: IDOT IGA – Rt 47 (IDOT Contact 62M71)

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This item is related to the reconstruction of Rt 47 from Waterpark Way to Jericho Road. The City previously approved an IGA on February 14, 2025 regarding the funding of the relocation of water main for this project. The state has agreed to pay 100% of the relocation costs.

The agreement inadvertently excluded the design engineering costs. The covering of these costs was agreed to previously. Attached is an additional IGA that covers the cost of design engineering.

Staff recommends approval of the IGA.

**Resolution No. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE AND THE STATE OF ILLINOIS ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION**

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

**WHEREAS**, the State of Illinois (the “*State*”) and the City, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving the roadway pavement of Illinois Route 47/ US 30 from Waterpark Way to Jericho Road, hereinafter referred to as to as the (“*Improvement*”) or the Project; and

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (collectively, the “*Authority*”) authorize governmental units to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

**WHEREAS**, the State has requested and the City has agreed to participate in and perform the design engineering for relocation of the water main associated with the Improvement on mainline IL Route 47/ US Route 30 pursuant to the terms set forth in the Agreement by and between the City and the State in the form attached hereto, all as hereinafter set forth.

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

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

**Section 2.** The Agreement, by and between the State of Illinois, acting by and through its Department of Transportation and the United City of Yorkville, in the form attached hereto, is hereby approved and the Mayor and City Clerk are authorized to execute.

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

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

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

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

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

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

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

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

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

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

IL Route 47/ US Route 30  
Waterpark Way to Jericho Road  
Kendall County  
Contract No.: 62M71  
Job No.: C-91-396-20  
Agreement No.: JN-126-002  
PPS No.:1-77727-2401

## AGREEMENT

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, A.D., 2025, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the UNITED CITY OF YORKVILLE, of the State of Illinois, hereinafter called the CITY.

### WITNESSETH:

WHEREAS, the STATE and the CITY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving the roadway pavement of Illinois Route 47/ US 30 from Waterpark Way to Jericho Road, hereinafter referred to as the IMPROVEMENT or the Project; and

WHEREAS, the STATE has agreed to act as the lead agency in performing the Phase II Engineering, plan preparation, and construction associated with the IMPROVEMENT; and

WHEREAS, the CITY has agreed to participate in and perform the DESIGN ENGINEERING for relocation of the water main associated with the IMPROVEMENT on mainline IL Route 47/US Route 30; and

WHEREAS, the Agreement is entered into under the authority of the Illinois Constitution and the Intergovernmental Cooperation Act of this State.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CITY was heretofore requested by the STATE, and has agreed, to perform the necessary DESIGN ENGINEERING services for the Project and authorized its treasurer to accrue reimbursable design engineering costs beginning on 09/25/2023. The CITY has further agreed, however, not to invoice the STATE for any such costs until this Agreement has been fully executed.
2. In order to perform the DESIGN ENGINEERING services described above, CITY agrees to retain and pay for a licensed professional engineering firm to perform and implement whatever DESIGN ENGINEERING services that may be required for relocation of the water main associated with the IMPROVEMENT, subject to reimbursement by the STATE.
3. The STATE agrees to reimburse the CITY for 100% of all costs associated with the DESIGN ENGINEERING services for the water main relocation that was outside the existing right-of-way, and within areas being acquired for the IMPROVEMENT. The CITY's current cost participation for providing such services is estimated to be Eighty-Two Thousand Dollars (\$82,000.00).
4. The STATE further agrees that, upon execution of this Agreement, and receipt of an invoice from the CITY listing the first and subsequent progress payments made to its consulting engineer, the STATE will pay the CITY 100% of all STATE approved costs as invoiced, which shall not exceed Eighty-Two Thousand Dollars (\$82,000.00).
5. The construction costs for the physical relocation of the water main associated with the IMPROVEMENT, whether or not included in the DESIGN ENGINEERING services performed by CITY's consulting engineer, will be paid for by the STATE and will be included in the STATE contract 62M71.
6. Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this DESIGN ENGINEERING undertaken by CITY.

7. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and assigns and incorporates and supersedes all other prior or contemporaneous agreements, written or oral, between the parties on this subject.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

UNITED CITY OF YORKVILLE

Attest:

\_\_\_\_\_  
CITY Clerk

\_\_\_\_\_  
(Print)

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

(SEAL)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Print or Type

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

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

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Gia Biagi  
Secretary of Transportation

By: Jack Elston, P.E.                      Date  
Engineer of Design & Environment

Job Number: C-91-396-20  
Agreement No.: JN-126-002

## TIN CERTIFICATION

The CITY certifies that:

1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY) is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding , and
3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

**Taxpayer Identification Number:** 36-6006169

### Legal Status

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Government  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien  |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust  |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non Corp.)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery                                  |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> D= Disregarded entity  |
|   | <input type="checkbox"/> C= Corporation   |
|   | <input type="checkbox"/> P= Partnership   |

**Resolution No. 2025-22**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND THE STATE OF ILLINOIS**

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

**WHEREAS**, the State of Illinois, acting through its Department of Transportation (the "State"), has authority to improve and construct public highways and roadways throughout the state; and

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (collectively, the "Authority") authorize units of local government to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and

**WHEREAS**, the State is desirous of improving approximately 11,900 lineal feet of FAP Route 326, IL 47/US 30 from Waterpark Way to Jericho Road, identified as STATE Job No.: C-91-396-20, Contract Number 62M71, STATE Section No. 2020-198-W&T (the "Project"); and

**WHEREAS**, the City has requested that the State include in the Project along Bristol Bay Drive extension, combination lighting at IL 47 and Waterpark Way, watermain relocation and emergency vehicle pre-emption equipment; and

**WHEREAS**, the State has agreed to the City's request, and agrees to undertake the requested improvements, subject to terms and conditions as set forth in an Intergovernmental

Agreement by and between the State of Illinois, acting through its Department of Transportation, and the United City of Yorkville of the State of Illinois, attached hereto.

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

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

**Section 2.** That the *Intergovernmental Agreement by and between the State of Illinois, acting through its Department of Transportation, and the United City of Yorkville of the State of Illinois*, attached hereto and made a part hereof by reference, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said Agreement.

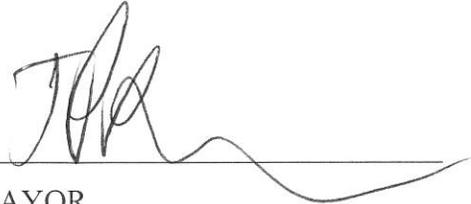
**Section 3.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 11<sup>th</sup> day of February, A.D. 2025.

  
CITY CLERK

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

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this 14<sup>th</sup> day of February, A.D. 2025.



MAYOR

*Attest:*



CITY CLERK

FAP 326  
IL 47/US 30 from Waterpark Way to Jericho Road  
State Section: 2020-198-W&T  
County: Kane and Kendall  
Job No.: C-91-396-20  
Contract No.: 62M71  
Agreement No.: JN-125-013

AGREEMENT

This Agreement entered into this <sup>1st</sup> ~~11th~~ day of <sup>March</sup> ~~February~~, 20~~20~~<sup>25</sup> A.D.,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT  
OF TRANSPORTATION, hereinafter called the STATE, and UNITED CITY OF  
YORKVILLE of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety  
to the motoring public, is desirous of improving approximately 11,900 lineal feet of  
FAP Route 326, IL 47/US 30 from Waterpark Way to Jericho Road, identified as  
STATE Job No.: C-91-396-20, Contract Number 62M71, STATE Section No. 2020-  
198-W&T as follows:

The general scope of work consists of pavement reconstruction with add lanes and  
culvert replacements along the IL 47/US 30 corridor. This includes replacing the  
existing reinforced concrete slab bridge with a double cell box culvert 14' x 11' box  
culvert that is 112'-5 3/4" in length along Baseline Road over Rob Roy Creek (SN 045-  
8306), traffic signal modernization, combination lighting, intersection lighting, a

proposed 10' shared use path and sidewalk improvements and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY has requested that the STATE include in its contract roadway work along Bristol Bay Drive extension, combination lighting at IL 47 and Waterpark Way, watermain relocation and emergency vehicle pre-emption equipment, and

WHEREAS, the STATE has agreed to the CITY's request, and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction, and engineering cost subject to partial reimbursement by the CITY, as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. The CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
6. The CITY further agrees that, upon award of the contract for this improvement, the CITY will pay to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to 33% of its obligation incurred under this AGREEMENT. On or before July 31, 2026, the CITY will pay its second installment to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to 33% of its obligation incurred under this AGREEMENT. Upon receipt of a final invoice the CITY will pay to the STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.
7. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page, which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

8. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL 47/US 30 without the consent of the STATE.
9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
12. The CITY agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement and shall abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as IL 47/US 30 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and

the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

14. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE from Waterpark Way to the United City of Yorkville limits at Baseline Road as shown on Exhibit D attached hereto, including the proposed double cell box culvert 14' x 11' box culvert that is 112'-5 <sup>3</sup>/<sub>4</sub>" in length along Baseline Road over Rob Roy Creek (SN 045-8306) including the wingwalls, the Bristol Bay Drive roadway extension, the shared use path from Waterpark Way to Baseline Road, sidewalk, grass medians, combination highway lighting at the intersections of IL 47 at Waterpark Way and IL 47 at Galena Road, including furnishing the electrical energy thereof, new and existing sidewalks, crosswalk, and stop line markings, mowing the ditches and parkways beyond the curb and gutter adjacent to the traffic lanes, CITY owned utilities including watermain and including appurtenances thereto and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

15. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL 47 as shown on Exhibit D attached

hereto. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities. The CITY agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to ensure proper motorist and pedestrian guidance.

16. Upon acceptance by the STATE of the new traffic signal and lighting work included herein the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 47 at Galena Road		
STATE Share (District 3)	50%	50%
CITY Share	50%	50%
IL 47 at Waterpark Way		
STATE Share (District 3)	67%	67%
CITY Share	33%	33%
IL 47 at US 30/Baseline Road		
STATE Share (District 1)	100%	100%
CITY Share	0%	0%

And shall continue as outlined in the Traffic Signal Master Agreement executed between the STATE (District 3) and the CITY on January 24, 2022, and remains in full enforcement for IL 47 at Galena Road and IL 47 at Waterpark Way. It is mutually agreed that the actual traffic signal maintenance at IL 47 at US 30/Baseline Road will be performed by the STATE (District 1) either with its own forces or through an ongoing contractual agreement.

17. It is mutually agreed that the maintenance of the traffic signals, the EMERGENCY VEHICLE PRE-EMPTION system and highway lighting on combination poles shall be in accordance with the Traffic Signal Master Agreement executed between the STATE and the CITY on January 24, 2022, for the intersections of IL 47 at Galena Road and IL 47 at Waterpark Way.
  
18. For the traffic signal at IL 47 at US 30/Baseline Road, the STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the CITY Owned "EMERGENCY VEHICLE PRE-EMPTION" system to support the maintenance of the "EMERGENCY VEHICLE PRE-EMPTION" system. Inspection of the "EMERGENCY VEHICLE PRE-EMPTION" system shall include the phase selector, field wiring, optical detectors, and cabinet appurtenances. When repair is necessary, the STATE's electrical contractor shall notify the CITY that their "EMERGENCY VEHICLE PRE-EMPTION" system is in need of maintenance repairs. When approved by the CITY, maintenance of their "EMERGENCY VEHICLE PRE-EMPTION" system is then performed accordingly. The STATE's electrical contractor shall invoice the CITY directly for all maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The CITY may require end users of the emitters within its jurisdiction to enter into separate agreements with the STATE's electrical contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.
  
19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the CITY

agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

20. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6006169 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

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

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**SEE NEXT PAGE FOR SIGNATURES**

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

UNITED CITY OF YORKVILLE

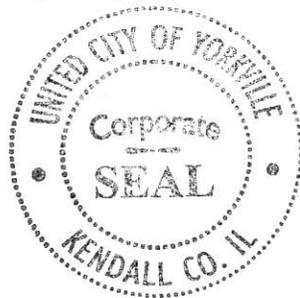
By: \_\_\_\_\_

(Signature)

Attest:

Jui Beunel  
Clerk

(SEAL)



By: John Purcell  
(Print or Type)

Title: Mayor

Date: February 14, 2025

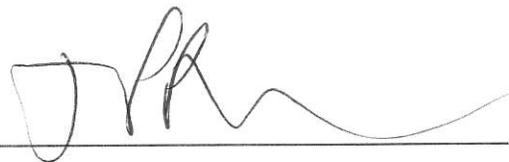
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: Trisha Thompson  
Trisha Thompson, P.E. *ms*  
Region Two Engineer

Date: March 1, 2025

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 326, IL 47/ US 30,  
State Section No: 2020-198-W&T, Contract No. 62M71, the CITY agrees to that  
portion of the plans and specifications relative to the CITY's financial and maintenance  
obligations described herein, prior to the STATE's advertising for the aforescribed  
proposed improvement.

Approved  \_\_\_\_\_

Title Mayor \_\_\_\_\_

Date February 14, 2025 \_\_\_\_\_

Exhibit B  
FUNDING RESOLUTION

WHEREAS, the UNITED CITY OF YORKVILLE (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of IL 47/ US 30 from Waterpark Way to Jericho Road, known as Contract No. 62M71, STATE Section No.: 2020-198-W&T; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that there is hereby appropriated the sum of One Hundred Eighty-Seven Thousand and Ninety-Five Dollars (\$187,095) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS

(COUNTIES OF KANE AND KENDALL)

I, Jori Benland, CITY Clerk in and for the UNITED CITY of YORKVILLE, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the CITY Board at a meeting on February 11, 2025 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this 14<sup>th</sup> day of February, 2025 A.D.



CITY Clerk



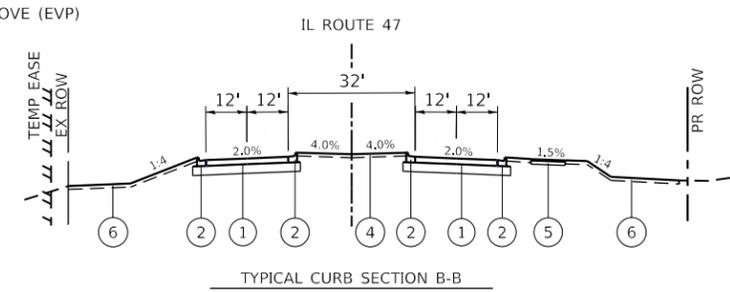
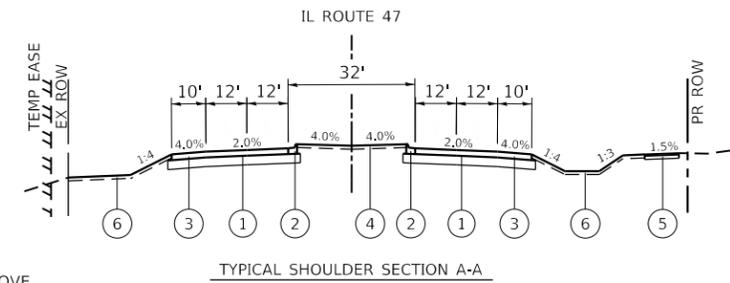
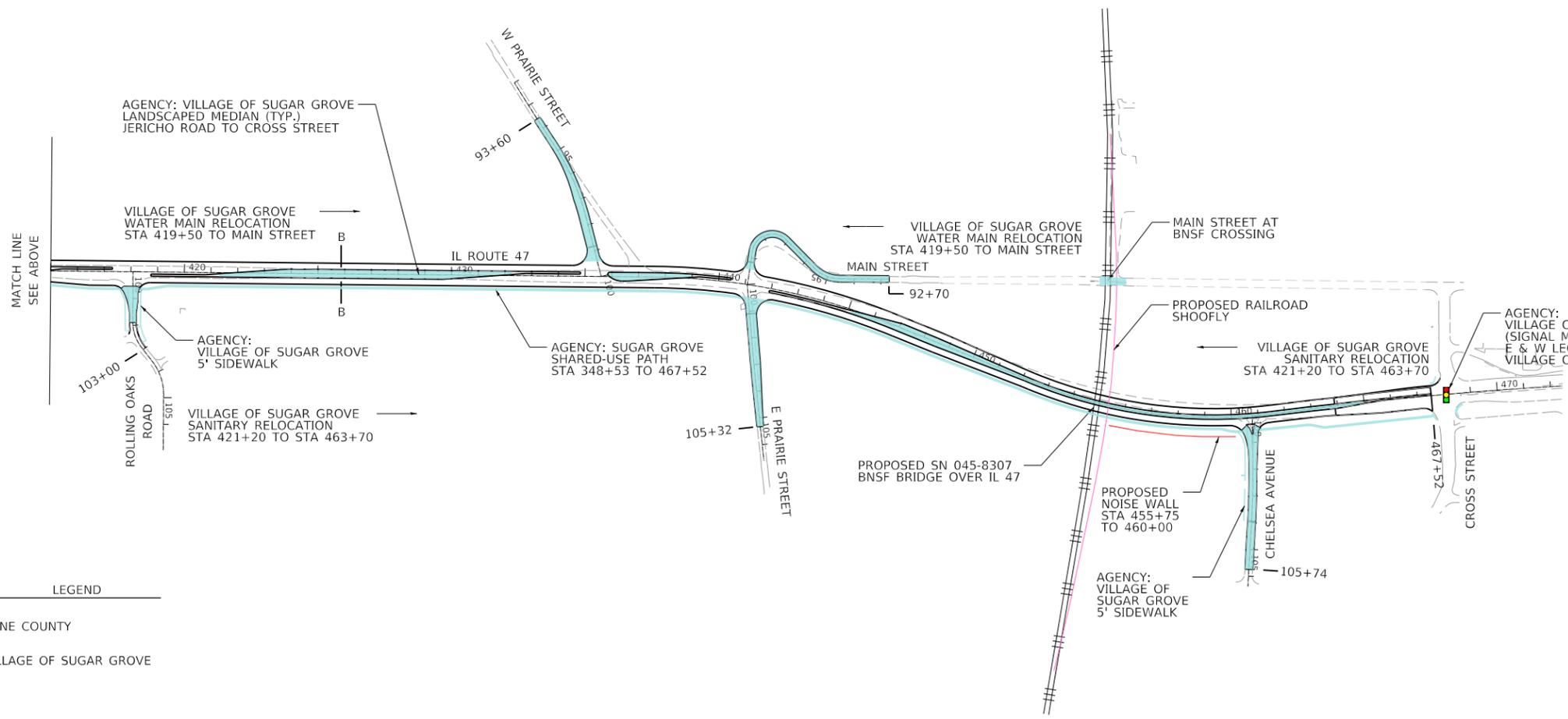
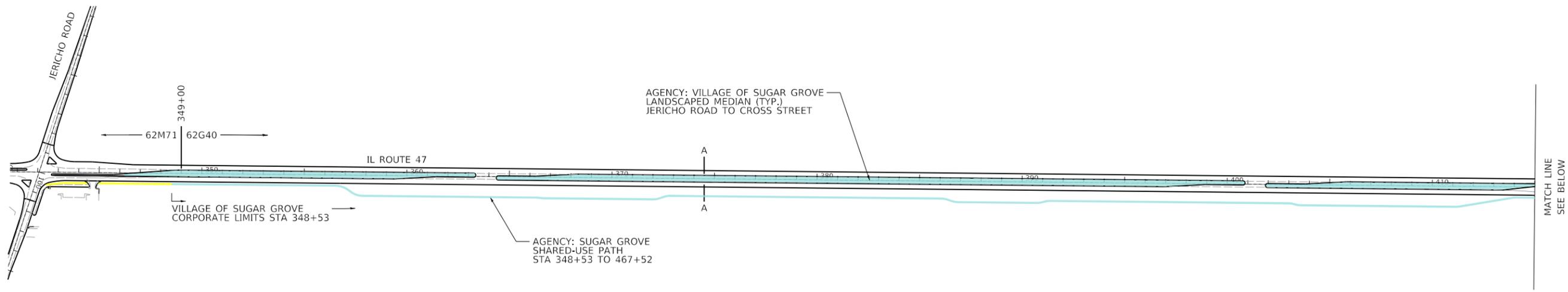
(SEAL)

**EXHIBIT A**  
**ESTIMATE OF COST Contract 62M71**

Type of Work	FEDERAL		STATE		KENDALL COUNTY		KANE COUNTY		CITY OF YORKVILLE		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$28,779,360	80%	\$7,194,840	20%							\$35,974,200
P&C Engineering (15%)	\$4,316,904	80%	\$1,079,226	20%							\$5,396,130
<b>ROADWAY WORK</b>											
Bristol Bay Extension									\$109,500	100%	\$109,500
P&C Engineering (15%)									\$16,425	100%	\$16,425
<b>TRAFFIC SIGNALS</b>											
<b>IL 47 at Galena Road</b>	\$336,960	80%	\$42,120	10%	\$42,120	10%					\$421,200
P&C Engineering (15%)	\$50,544	80%	\$6,318	10%	\$6,318	10%					\$63,180
Emergency Vehicle Pre-emption System Equipment									\$6,400	100%	\$6,400
P&C Engineering (15%)									\$960	100%	\$960
<b>IL 47 at Jericho Road</b>	\$341,360	80%	\$42,670	10%			\$42,670	10%			\$426,700
P&C Engineering (15%)	\$51,204	80%	\$6,401	10%			\$6,401	10%			\$64,005
<b>IL 47 at Waterpark Way</b>	\$269,760	80%	\$44,949	13.3%					\$22,491	6.7%	\$337,200
P&C Engineering (15%)	\$40,464	80%	\$6,742	13.3%					\$3,374	6.7%	\$50,580
Emergency Vehicle Pre-emption System Equipment									\$6,400	100%	\$6,400
P&C Engineering (15%)									\$960	100%	\$960
<b>IL 47 at US30/Baseline Road</b>	\$386,640	80%	\$96,660	20%							\$483,300
P&C Engineering (15%)	\$57,996	80%	\$14,499	20%							\$72,495
Emergency Vehicle Pre-emption System Equipment									\$8,600	100%	\$8,600
P&C Engineering (15%)									\$1,290	100%	\$1,290
<b>STREET LIGHTING</b>											
IL 47 at Galena Road - Combination Lighting					\$11,800	100%					\$11,800
P&C Engineering (15%)					\$1,770	100%					\$1,770
IL 47 at Waterpark Way - Combination Lighting									\$7,300	100%	\$7,300
P&C Engineering (15%)									\$1,095	100%	\$1,095
IL 47 at US 30/Baseline Road - Full Intersection Lighting	\$353,920	80%	\$88,480	20%							\$442,400
P&C Engineering (15%)	\$53,088	80%	\$13,272	20%							\$66,360
<b>UTILITY ADJUSTMENTS</b>											
Fire Hydrants to be Adjusted									\$2,000	100%	\$2,000
P&C Engineering (15%)									\$300	100%	\$300
Watermain			\$1,084,000	100%							\$1,084,000
P&C Engineering (15%)			\$162,600	100%							\$162,600
<b>TOTAL</b>	<b>\$35,038,200</b>		<b>\$9,882,777</b>		<b>\$62,008</b>		<b>\$49,071</b>		<b>\$187,095</b>		<b>\$ 45,219,150</b>

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.





- TYPICAL SECTION LEGEND
- ① PROPOSED PAVEMENT
  - ② PROPOSED CURB AND GUTTER
  - ③ PROPOSED SHOULDER
  - ④ PROPOSED MEDIAN
  - ⑤ PROPOSED SHARED-USE PATH
  - ⑥ PROPOSED TOPSOIL AND SEEDING

- LEGEND
- KANE COUNTY
  - VILLAGE OF SUGAR GROVE



**Agreement for Professional Services**  
***Route 47 Water Main Relocation – Water Park Way to Bertram Drive***

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

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design engineering will be provided for approximately 2,600 linear feet of water main improvements (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 to be performed herein, an amount based on the Estimate of 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 \$81,414, of which direct expenses are estimated at \$8,250. The hourly rates for this project are shown in the attached 2023 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, Contractor, 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 Kane 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 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:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2023 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 United City of Yorkville:

For the Contractor:

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

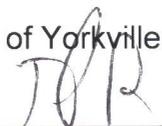
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

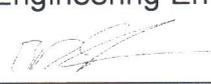
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

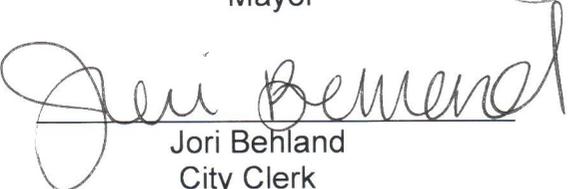
Agreed to this 10<sup>th</sup> day of January 2024

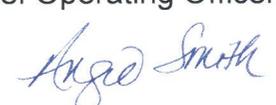
United City of Yorkville:

Engineering Enterprises, Inc.:

  
\_\_\_\_\_  
John Purcell  
Mayor

  
\_\_\_\_\_  
Brad Sanderson, PE  
Chief Operating Officer / President

  
\_\_\_\_\_  
Jori Behland  
City Clerk

  
\_\_\_\_\_  
Angie Smith  
Executive Assistant



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**Rt 47 Water Main Relocation – Water Park Way to Bertram Drive  
United City of Yorkville, IL  
Professional Services Agreement - Design Engineering**

**Attachment B – Scope of Services**

**DESIGN ENGINEERING**

**2.1 Project Management and Administration**

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies (IEPA)

**2.2 Project Meetings**

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

**2.3 Topographic Survey**

- Field Survey
- Drafting to Create Base File

**2.4 Utility Coordination**

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

**2.5 Final Plans, Specifications and Estimates**

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

**2.6 Permits**

- Prepare IEPA Documentation for CCDD Management of Soils
- Prepare IEPA Construction Permit Application and Acquire Permit

**2.7 Bidding and Contracting**

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

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

Rubino Engineering – Environmental Assessment

The above scope for “Rt 47 Water Main Relocation – Water Park Way to Bertram Drive” 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 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**

<b>CLIENT</b>		United City of Yorkville	
<b>PROJECT TITLE</b>		Rt 47 Water Main Relocation - Water Park Way to Bertram Drive	
		<b>PREPARED BY</b>	
		KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$192	\$162	\$227	\$167	\$135	\$167	\$156	\$70		
<b>PROJECT ADMINISTRATION</b>														
2.1	Project Management and Administration		2	16	10	-	-	-	-	-	-	-	28	\$ 5,662
2.2	Project Meetings		5	6	10	-	-	-	-	-	-	-	21	\$ 4,339
2.3	Topographic Survey		-	-	-	-	15	12	12	-	-	-	39	\$ 7,029
2.4	Utility Coordination		-	1	10	-	-	-	-	-	-	-	11	\$ 2,124
2.5	Final Plans, Specifications, and Estimates		8	24	65	65	-	-	-	15	75	-	252	\$ 44,023
2.6	Permits		-	4	20	-	-	-	-	-	-	-	24	\$ 4,656
2.7	Bidding and Contracting		1	6	10	9	-	-	-	-	-	7	33	\$ 5,331
<b>Insert Task Subtotal:</b>			<b>16</b>	<b>57</b>	<b>125</b>	<b>74</b>	<b>15</b>	<b>12</b>	<b>12</b>	<b>15</b>	<b>75</b>	<b>7</b>	<b>408</b>	<b>\$ 73,164</b>
<b>PROJECT TOTAL:</b>			<b>16</b>	<b>57</b>	<b>125</b>	<b>74</b>	<b>15</b>	<b>12</b>	<b>12</b>	<b>15</b>	<b>75</b>	<b>7</b>	<b>408</b>	<b>\$ 73,164</b>

<b>DIRECT EXPENSES</b>	
Mileage =	\$ -
Printing =	\$ 250
Material Testing =	\$ -
Environmental Assessment =	\$ 8,000
<b>DIRECT EXPENSES =</b>	<b>\$ 8,250</b>

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$ 73,164
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 73,164</b>

<b>TOTAL COSTS</b>	<b>\$ 81,414</b>
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# ATTACHMENT D: ESTIMATED SCHEDULE

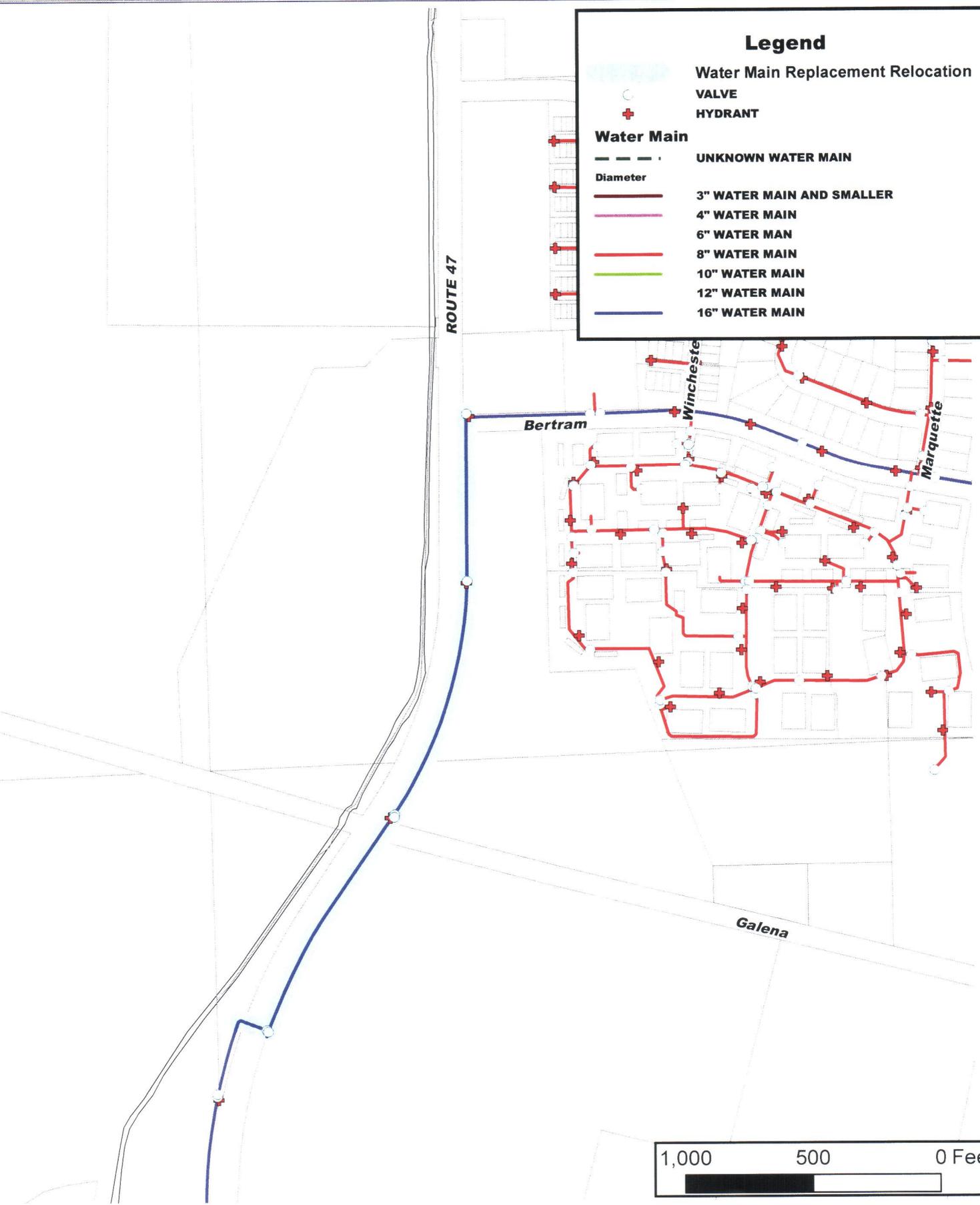
<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2343	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Rt 47 Water Main Relocation - Water Park Way to Bertram Drive		11/10/23	KDW

TASK NO.	TASK DESCRIPTION	2023							2024				
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
		<b>PROJECT ADMINISTRATION</b>											
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Permits												
2.7	Bidding and Contracting												



### Legend

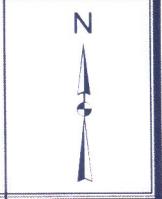
-  Water Main Replacement Relocation
-  VALVE  
HYDRANT
-  **Water Main**
-  UNKNOWN WATER MAIN
- Diameter**
-  3" WATER MAIN AND SMALLER
-  4" WATER MAIN
-  6" WATER MAIN
-  8" WATER MAIN
-  10" WATER MAIN
-  12" WATER MAIN
-  16" WATER MAIN




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

DATE:	NOVEMBER 2023
PROJECT NO.:	YO1103
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO-11-03_2014 Water Main Contract 62M1 MKD

## ROUTE 47 WATER MAIN RELOCATION LOCATION MAP





# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

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

### VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



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 #8

Tracking Number

PW 2025-101

### Agenda Item Summary Memo

**Title:** 2025 Water Main Replacement – Change Order No. 2

**Meeting and Date:** Public Works Committee – October 21, 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:

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# 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 Contrino, City Clerk

Date: October 14, 2025  
Subject: 2025 Water Main Replacement

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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 entered into an agreement with Winner Excavating, Inc. for the construction of the 2025 Water Main Replacement project for a value of \$4,775,774.55 for the above-referenced project. The current completion date is November 19, 2025.

## **Question Presented:**

Should the City approve Change Order No. 2 which would adjust the completion date to June 30, 2026?

## **Discussion:**

The 2025 Water Main Replacement project started later than originally expected due to the late loan execution by the IEPA.

Extending the completion date to the spring will allow for the paving to be completed in ideal weather conditions, resulting in a better finished product.

We are recommending approval of the change order.

## **Action Required:**

Consideration of approval of Change Order No. 2 to extend the completion date to June 30, 2026.

CHANGE ORDER

Order No. 2

Date: October 14, 2025

Agreement Date: July 7, 2025

NAME OF PROJECT: 2025 Water Main Improvements

OWNER: United City of Yorkville

CONTRACTOR: Winninger Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The project completion date is extended 228 days to June 30, 2026.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$4,775,774.55

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$4,775,774.55

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: \$0.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$4,775,774.55

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (~~decreased~~) by 228 calendar days.

The date for substantial completion for all work except restoration June 30, 2026

The date for completion for all work will be June 30, 2026

Justification

Due to a later than expected start caused by IEPA delays.

Approvals Required

Requested by: \_\_\_\_\_ United City of Yorkville

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ Winninger Excavating, Inc.



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

Agenda Item Number

New Business #9

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Tracking Number

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PW 2025-102

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### Agenda Item Summary Memo

**Title:** Water Meter Replacement – Phase 2

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**Meeting and Date:** Public Works Committee – October 21, 2025

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**Synopsis:** Proposal to replace 3,928 water meters to have all meters on AMR technology.

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#### Council Action Previously Taken:

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

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

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

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**Council Action Requested:** Approval

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

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: October 13, 2025  
Subject: Water Meter Replacement Phase 2

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## Summary

Proposal from Core and Main to complete the last phase of our water meter change out program at a cost of \$1,830,389.10

## Background

Currently, we are in the middle of phase 1 of our water meter replacement program. The City Council approved the work in November of 2024 and installation began in June. At this time, we have replaced over 800 meters with 400 more to go. Staff would like to ask to approve the second phase of this project to be able to seamlessly end phase 1 and begin phase 2. Our staff is used to the process, the residents are used to the process, and the installers are already on site. It would provide great continuity to have phase 2 ready to go as soon as phase 1 is completed.

The proposal for the second phase is for 3,928 meters compared to our current phase which was ~1,200. When the second phase is completed, all our meters will be radio read remotely. We will no longer have to walk or drive by to collect the data; it will be accessible as needed. This will improve our efficiency tremendously, and it will help us to better answer questions for residents. This is a much larger phase than our current one. Phase 2 will replace meters all over town based on age. Once completed, our only meter replacements will be due to battery life or malfunction. Staff has checked with the supplier and installer; they both believe that they can have the project completed by next October if we start right as we finish the other phase.

Replacing our aging meters will also assist in bringing us into compliance with our mandate to have our non-revenue water loss under 10% by the time we receive Lake Michigan water. In order to prove we are under the 10%, we will need to have this project completed by October 1, 2026, to allow us to collect data for the entire "water" year which is October 1-September 30 of every year. This will give us a full water year to collect data and time to put together the annual water audit to be able to present it to IDNR in early 2028 to start receiving water in summer of 2028.

This project was contemplated and approved in the FY26 budget at \$1,800,000.

## Recommendation

Staff recommends approval of the proposal from Core and Main in an amount not to exceed \$1,830,389.10.



6829 Irene Road, Belvidere IL., 61008

**Date:** July 31, 2025  
**Village:** Yorkville  
**Attn:** Jon Bauer

**Subject: Yorkville 2026 Phase 2 Quotation for Sensus Meters**

<u>Product</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
<b>New Water Meters</b>			
5/8" Sensus iPERL Water Meter	0	\$130.00 ea	\$0.00
3/4"S Sensus iPERL Water Meter	3372	\$130.00 ea	\$438,360.00
3/4" Sensus iPERL Water Meter (9"LL)	0	\$152.00 ea	\$0.00
1" Sensus iPERL Water Meter	427	\$205.00 ea	\$87,535.00
3/4"S Sensus Ally Water Meter (7 1/2"LL)	0	\$425.00 ea	\$0.00
1" Sensus Ally Water Meter (7 1/2"LL)	0	\$505.00 ea	\$0.00
<b>Section Total:</b>	<b>3799</b>		<b>\$525,895.00</b>
<b>New 1 1/2" - 2" OMNI R2 Water Meters</b>			
1 1/2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	0	\$465.00 ea	\$0.00
2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	0	\$650.00 ea	\$0.00
<b>Section Total:</b>	<b>0</b>		<b>\$0.00</b>
<b>New 1 1/2" - 6" OMNI C2 Water Meters</b>			
1 1/2" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	27	\$1,250.00 ea	\$33,750.00
2" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	77	\$1,440.00 ea	\$110,880.00
3" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	15	\$1,825.00 ea	\$27,375.00
4" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	7	\$2,840.00 ea	\$19,880.00
6" Sensus OMNI C2 Water Meter with Integral Strainer, AMR Output Pulse Output and Test Outlet	3	\$4,910.00 ea	\$14,730.00
<b>Section Total:</b>	<b>129</b>		<b>\$206,615.00</b>
<b>Labor</b>			
Installation of 5/8" Meter	0	\$170.00 ea	\$0.00
Installation of 3/4" Meter	3340	\$170.00 ea	\$567,800.00
Installation of 1" Meter	427	\$170.00 ea	\$72,590.00
Installation of 1-1/2" Meter	27	\$395.00 ea	\$10,665.00
Installation of 2" Meter	77	\$405.00 ea	\$31,185.00
Installation of 3" Meter	15	\$900.00 ea	\$13,500.00
Installation of 4" Meter	7	\$1,175.00 ea	\$8,225.00
Installation of 6" Meter	3	\$4,200.00 ea	\$12,600.00
Installation of New Wire	0	\$90.00 ea	\$0.00
Installation of Ground Strap 5/8"-1"	0	\$55.00 ea	\$0.00
Correct Hard Plumbing	0	\$265.00 ea	\$0.00
Smartpoint only (outside sets)	0	\$125.00 ea	\$0.00
Installation of 3/4" Ball Valve (includes valve)	0	\$250.00 ea	\$0.00
Installation of 1" Ball valve (includes valve)	0	\$285.00 ea	\$0.00
Reprogram Meter and Smartpoint Only ( <b>Sensus Professional Services</b> )	1	\$10,000.00 lump sum	\$10,000.00
<b>Section Total:</b>			<b>\$726,565.00</b>
<b>Smartpoints</b>			
510M Single Port wired Smartpoints	3928	\$130.00 ea	\$510,640.00
<b>Section Total:</b>	<b>3928</b>		<b>\$510,640.00</b>

**Meter Accessories**

22 Gauge 3-Conductor Meter Wire (500' Spool)	3	\$60.00	ea	\$180.00
5/8"-1" Ground Clamps	7598	\$4.25	ea	\$32,291.50
#4 Solid Copper Ground Wire (200' Spool)	5	\$325.00	ea	\$1,625.00
TouchPad	0	\$8.00	ea	\$0.00
3/4" Meter Gaskets	6744	\$0.12	ea	\$809.28
1" Meter Gaskets	854	\$0.14	ea	\$119.56
1 1/2" Meter Gaskets	54	\$1.25	ea	\$67.50
2" Meter Gaskets	154	\$1.50	ea	\$231.00
3" Meter Gaskets w/ Bolts & Nuts	30	\$15.54	ea	\$466.20
4" Meter Gaskets w/ Bolts & Nuts	14	\$20.51	ea	\$287.14
6" Meter Gaskets w/ Bolts & nuts	6	\$27.82	ea	\$166.92
A23-NL 5/8"X3/4" to 3/4" Adaptor	0	\$20.00	ea	\$0.00

**Section Total:****\$36,244.10****Sensus Analytics SaaS Integration and Hosting Fees**

Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year '26	1	\$26,645.00	annual	\$26,645.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '27	0	\$32,595.00	annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '28	0	\$33,573.00	annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 9K Services Year '29	0	\$34,580.00	annual	\$0.00

**Section Total:****\$26,645.00****Extended Warranties, Training, Management Fee**

Annual Infrastructure Maintenance Agreement (Year 2 per M400 TGB)	2	\$2,200.00	annual	\$4,400.00
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**Section Total:****\$4,400.00****Subtotal: \$1,830,389.10****NOTE:**

- \* Final project pricing shall be determined by actual meter quantities supplied and installed.
- \* Final Pricing subject to volatile market conditions.
- \* Pricing does not include Payment/Performance Bond.
- \* Installation pricing are for 'Labor Only' to replace meter with same lay length meter.
- \* Additional plumbing/pit set pricing determined case by case basis.
- \* Labor assumes no responsibility on ground wire sizing

Prices are good until **December 31, 2026**. Delivery can be made from stock to within twelve (12) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

*Steve Cooper*

Steve Cooper  
Territory Manager



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 2025-103

### Agenda Item Summary Memo

**Title:** Caledonia Phase 3 – Acceptance

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** Subdivision Acceptance Consideration

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

#### Agenda Item Notes:

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# Memorandum

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

Date: October 9, 2025  
Subject: Caledonia – Phase 3

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The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

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

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Original EOPC Value	\$2,094,499.49
10% of Original EOPC	\$209,449.95
<b>Required Value (10% of Original)</b>	<b>\$209,449.95</b>

**BILL OF SALE**

*Seller*, \_\_\_\_\_, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Caledonia – Phase 3 and generally shown on Exhibit B.

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

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

\_\_\_\_\_  
Signature of Seller  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***Subscribed*** and ***Sworn*** to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

UTILITIES	UNIT	QUANTITY
<b>SANITARY SEWER CONSTRUCTION</b>		
8" PVC SANITARY SEWER	FOOT	2,144
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	10
6" SANITARY SERVICE COMPLETE - FAR	EACH	35
6" SANITARY SERVICE COMPLETE - NEAR	EACH	22
CONNECTION TO EXISTING STUB	EACH	1
SELECT GRANULAR BACKFILL (CA-7)	FOOT	1,526
<b>WATER MAIN CONSTRUCTION</b>		
8" DUCTILE IRON WATER MAIN	FOOT	1,539
LONG SERVICE, W/BBOX	EACH	30
SHORT SERVICE, W/BBOX	EACH	27
8" VALVE & BOX	EACH	1
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	5
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	2,058
CONNECTION TO EXISTING STUB	EACH	3
PRESSURE CONNECTION	EACH	1
<b>STORM SEWER CONSTRUCTION</b>		
24" INLET TYPE A W/ FRAME & GRATE	EACH	11
48" CATCH BASIN W/ FRAME & GRATE	EACH	13
60" CATCH BASIN W/ FRAME & GRATE	EACH	3
48" MANHOLE W/ FRAME AND LID	EACH	8
60" MANHOLE W/ FRAME AND LID	EACH	3
72" MANHOLE W/ FRAME AND LID	EACH	2
96" MANHOLE W/ FRAME AND LID	EACH	1
42" RCP FLARED END SECTION W/ GRATE	EACH	1
12" RCP	FOOT	1,066
15" RCP	FOOT	652
18" RCP	FOOT	836
21" RCP	FOOT	31
24" RCP	FOOT	46
27" RCP	FOOT	153
30" RCP	FOOT	73
36" RCP	FOOT	199
42" RCP	FOOT	197
SHORT SERVICES, SUMP PUMP CONNECTIONS	EACH	52
TRENCH BACKFILL, CA6	FOOT	719
<b>SIDEWALK</b>		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ YD	4515
<b>STREET LIGHTING</b>		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	12
<b>MISCELLANEOUS</b>		
LANDSCAPE PLANTINGS	LSUM	1
MISC. MATERIALS	LSUM	1

ROADWAY	UNIT	QUANTITY
CALEDONIA DRIVE	FOOT	838
ANDREW DRIVE	FOOT	844
JONATHAN DRIVE	FOOT	1,070
GABRIEL DRIVE	FOOT	464




**Engineering Enterprises, Inc.**  
 CONSULTING ENGINEERS  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-0700 / www.eeiweb.com

**United City of Yorkville**  
 651 Prairie Pointe Drive  
 Yorkville, IL 60550  
 (630) 553-4350  
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	SEPTEMBER 2025
PROJECT NO.:	YC2222
PATH:	H:\GIS\PUBLIC\YORKVILLE\2025
FILE:	2025-09-01\20250901\2025-09-01_CALEDONIA_PHASE 3.mxd

**CALEDONIA PHASE 3**  
 UNITED CITY OF YORKVILLE  
 KENDALL COUNTY, ILLINOIS

Copyright n  
**Legend**  
 Phase 3 Boundary

**LOCATION MAP**

 NORTH

GASB  
 CALEDONIA - PHASE 3  
 UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY	UNIT PRICE	COST
<b>SANITARY SEWER CONSTRUCTION</b>				
8" PVC SANITARY SEWER	FOOT	2,144	\$ 105.00	\$ 225,120.00
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	10	\$ 3,885.00	\$ 38,850.00
6" SANITARY SERVICE COMPLETE - FAR	EACH	35	\$ 4,042.00	\$ 141,470.00
6" SANITARY SERVICE COMPLETE - NEAR	EACH	22	\$ 1,000.00	\$ 22,000.00
CONNECTION TO EXISTING STUB	EACH	1	\$ 2,500.00	\$ 2,500.00
SELECT GRANULAR BACKFILL (CA-7)	FOOT	1,526	\$ 37.00	\$ 56,462.00
<b>WATER MAIN CONSTRUCTION</b>				
8" DUCTILE IRON WATER MAIN	FOOT	1,539	\$ 85.00	\$ 130,815.00
LONG SERVICE, W/BBOX	EACH	30	\$ 3,000.00	\$ 90,000.00
SHORT SERVICE, W/BBOX	EACH	27	\$ 2,000.00	\$ 54,000.00
8" VALVE & BOX	EACH	1	\$ 5,100.00	\$ 5,100.00
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	5	\$ 7,400.00	\$ 37,000.00
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	2,058	\$ 37.00	\$ 76,146.00
CONNECTION TO EXISTING STUB	EACH	3	\$ 2,000.00	\$ 6,000.00
PRESSURE CONNECTION	EACH	1	\$ 5,250.00	\$ 5,250.00
<b>STORM SEWER CONSTRUCTION</b>				
24" INLET TYPE A W/ FRAME & GRATE	EACH	11	\$ 1,325.00	\$ 14,575.00
48" CATCH BASIN W/ FRAME & GRATE	EACH	13	\$ 2,750.00	\$ 35,750.00
60" CATCH BASIN W/ FRAME & GRATE	EACH	3	\$ 3,780.00	\$ 11,340.00
48" MANHOLE W/ FRAME AND LID	EACH	8	\$ 2,950.00	\$ 23,600.00
60" MANHOLE W/ FRAME AND LID	EACH	3	\$ 3,885.00	\$ 11,655.00
72" MANHOLE W/ FRAME AND LID	EACH	2	\$ 7,350.00	\$ 14,700.00
96" MANHOLE W/ FRAME AND LID	EACH	1	\$ 10,185.00	\$ 10,185.00
42" RCP FLARED END SECTION W/ GRATE	EACH	1	\$ 4,200.00	\$ 4,200.00
12" RCP	FOOT	1,066	\$ 40.00	\$ 42,640.00
15" RCP	FOOT	652	\$ 45.00	\$ 29,340.00
18" RCP	FOOT	836	\$ 50.00	\$ 41,800.00
21" RCP	FOOT	31	\$ 55.00	\$ 1,705.00
24" RCP	FOOT	46	\$ 67.00	\$ 3,082.00
27" RCP	FOOT	153	\$ 73.00	\$ 11,169.00
30" RCP	FOOT	73	\$ 80.00	\$ 5,840.00
36" RCP	FOOT	199	\$ 100.00	\$ 19,900.00
42" RCP	FOOT	197	\$ 120.00	\$ 23,640.00
SHORT SERVICES, SUMP PUMP CONNECTIONS	EACH	52	\$ 1,575.00	\$ 81,900.00
TRENCH BACKFILL, CA6	FOOT	719	\$ 37.00	\$ 26,603.00
<b>SIDEWALK</b>				
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ YD	4515	\$ 8.40	\$ 37,926.00
<b>STREET LIGHTING</b>				
STREET LIGHT 25' STANDARD, COMPLETE INCLUDING WIRE & TRENCHING, ETC	EACH	12	\$ 10,000.00	\$ 120,000.00
<b>MISCELLANEOUS</b>				
LANDSCAPE PLANTINGS	LSUM	1	\$ 57,375.00	\$ 57,375.00
MISC. MATERIALS	LSUM	1	\$ 37,260.00	\$ 37,260.00
<b>TOTAL COST</b>				<b>\$ 1,556,898.00</b>

GASB  
CALEDONIA - PHASE 3  
UNITED CITY OF YORKVILLE

ROADWAY	UNIT	QUANTITY	UNIT PRICE	COST
CALEDONIA DRIVE	FOOT	838	\$ 155.74	\$ 130,509.81
ANDREW DRIVE	FOOT	844	\$ 155.74	\$ 131,444.25
JONATHAN DRIVE	FOOT	1,070	\$ 155.74	\$ 166,641.41
GABRIEL DRIVE	FOOT	464	\$ 155.74	\$ 72,263.19
<b>TOTAL</b>		<b>3,216</b>	<b>TOTAL COST</b>	<b>\$ 500,858.66</b>



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 2025-104

### Agenda Item Summary Memo

**Title:** Grande Reserve Unit 12 – Performance Guarantee Release

**Meeting and Date:** Public Works Committee – October 21, 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:

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# Memorandum

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

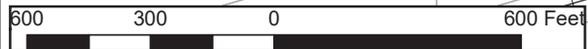
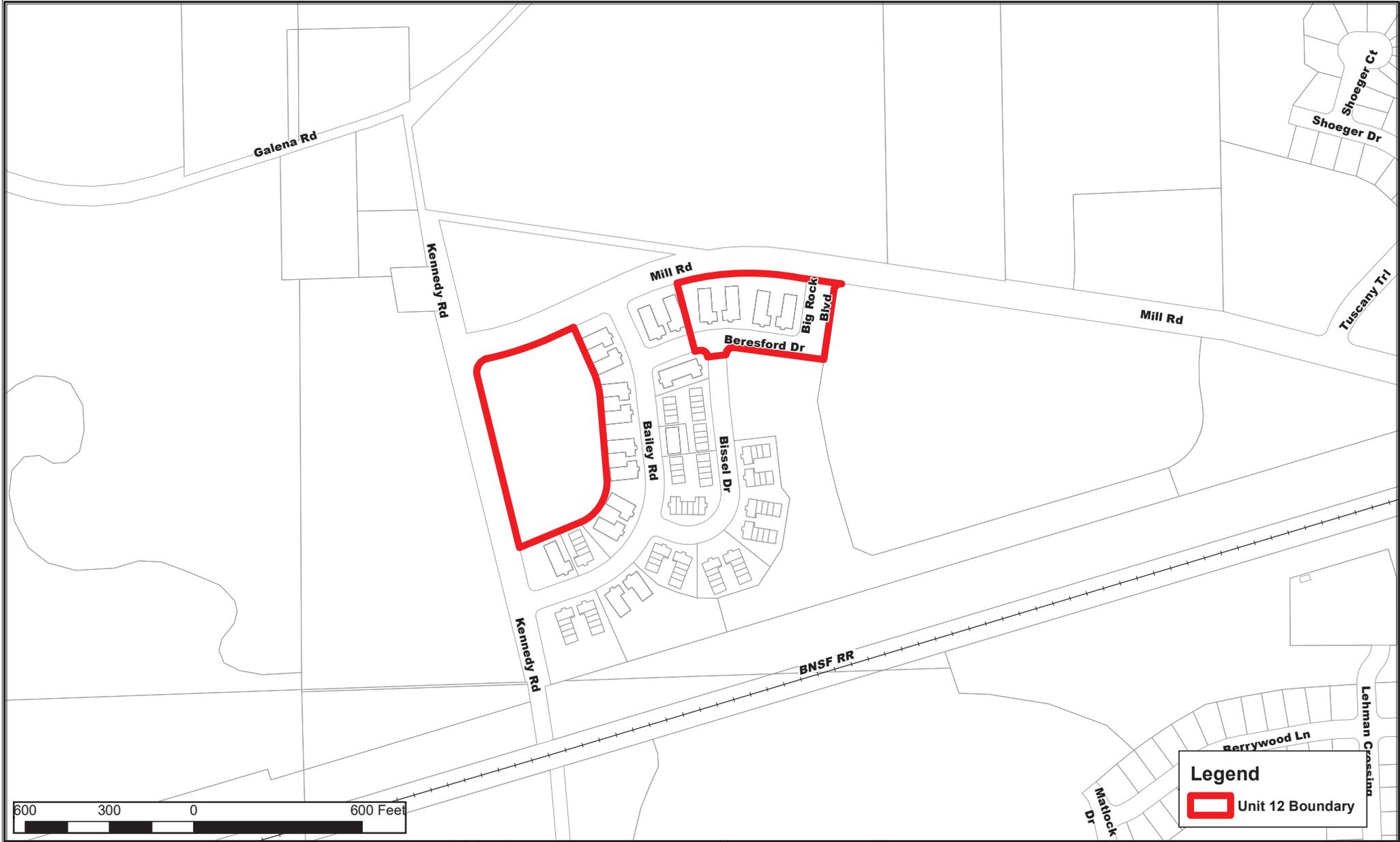
Date: October 9, 2025  
Subject: Grande Reserve Unit 12

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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 \$49,309.00.

The public improvements were accepted on January 17, 2024.

Please let us know if you have any questions.



**Legend**

 Unit 12 Boundary

**Engineering Enterprises, Inc.**  
 CONSULTING ENGINEERS  
 53 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700 / www.eenteb.com

**United City of Yorkville**  
 651 Prairie Pointe Dr.  
 Yorkville, IL 60560  
 (630) 553-4350  
 http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	DECEMBER 2023
PROJECT NO.:	Y02034
PATH:	H:\GIS\PUBLIC\YORKVILLE\2034
FILE:	H:\GIS\Public\Work\000\Y02034\Y02034_Grande Reserve Unit 12.mxd

**UNIT 12**  
 UNITED CITY OF YORKVILLE  
 KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE  
 LOCATION MAP**





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 #12

Tracking Number

PW 2025-105

### Agenda Item Summary Memo

**Title:** Grande Reserve Unit 15 – Performance Guarantee Release

**Meeting and Date:** Public Works Committee – October 21, 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:

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# Memorandum

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

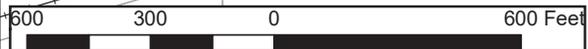
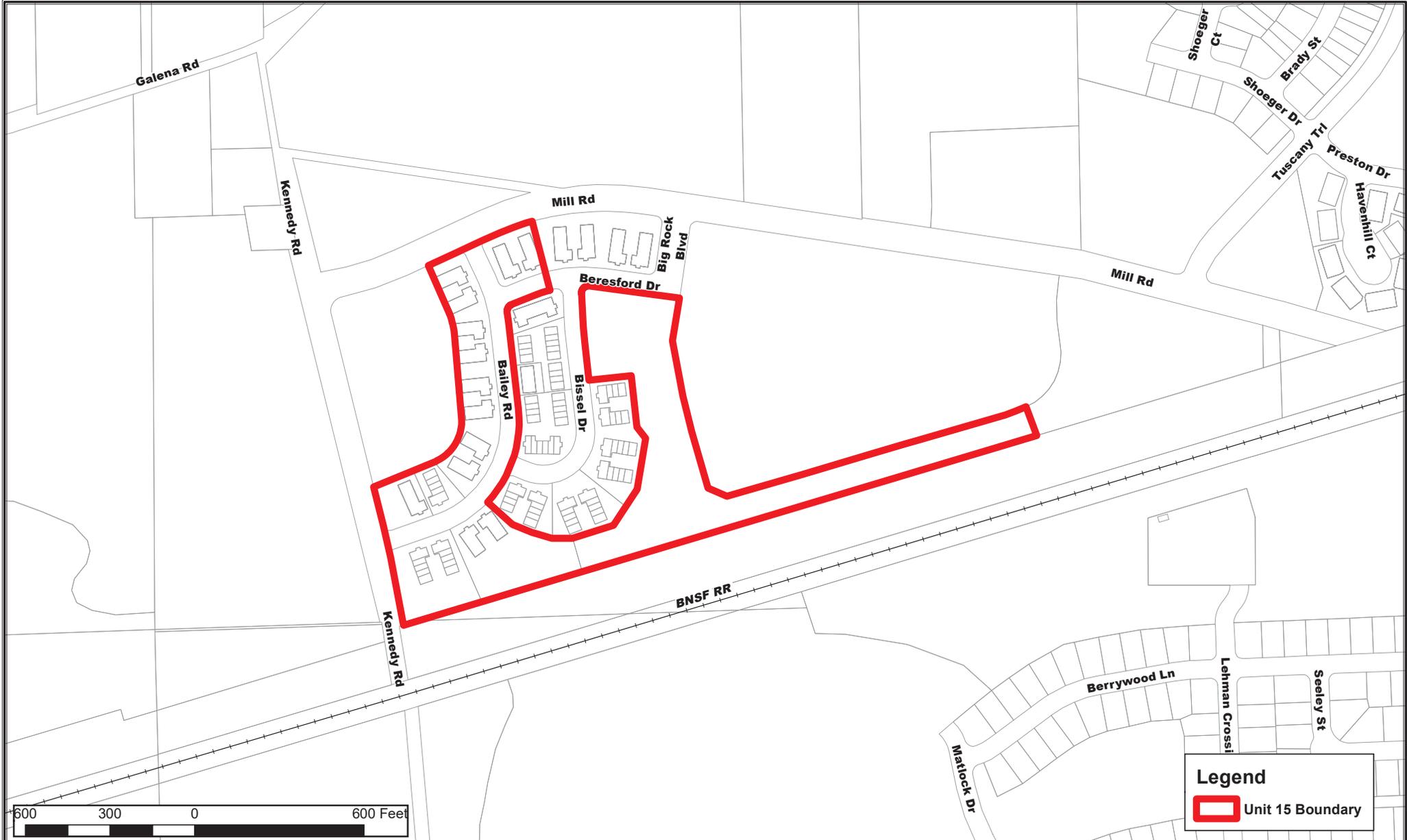
Date: October 9, 2025  
Subject: Grande Reserve Unit 15

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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 \$97,889.00.

The public improvements were accepted on January 17, 2024.

Please let us know if you have any questions.



**Legend**

 Unit 15 Boundary

**Engineering Enterprises, Inc.**  
 CONSULTING ENGINEERS  
 53 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-0700 / www.eentweb.com

**United City of Yorkville**  
 651 Prairie Pointe Dr.  
 Yorkville, IL 60560  
 (630) 553-4350  
 http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	NOVEMBER 2023
PROJECT NO.:	YC02034
PATH:	H:\GIS\PUBLIC\YORKVILLE\2034
FILE:	H:\GIS\PUBLIC\Work\sh\2023\YORKVILLE\2034_Grande Reserve Unit 15.mxd

**UNIT 15**  
 UNITED CITY OF YORKVILLE  
 KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE  
 LOCATION MAP**





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 #13

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Tracking Number

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PW 2025-106

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### Agenda Item Summary Memo

**Title:** Grande Reserve Unit 22 – Performance Guarantee Release

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** Release of Guarantee

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#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

#### Agenda Item Notes:

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# Memorandum

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

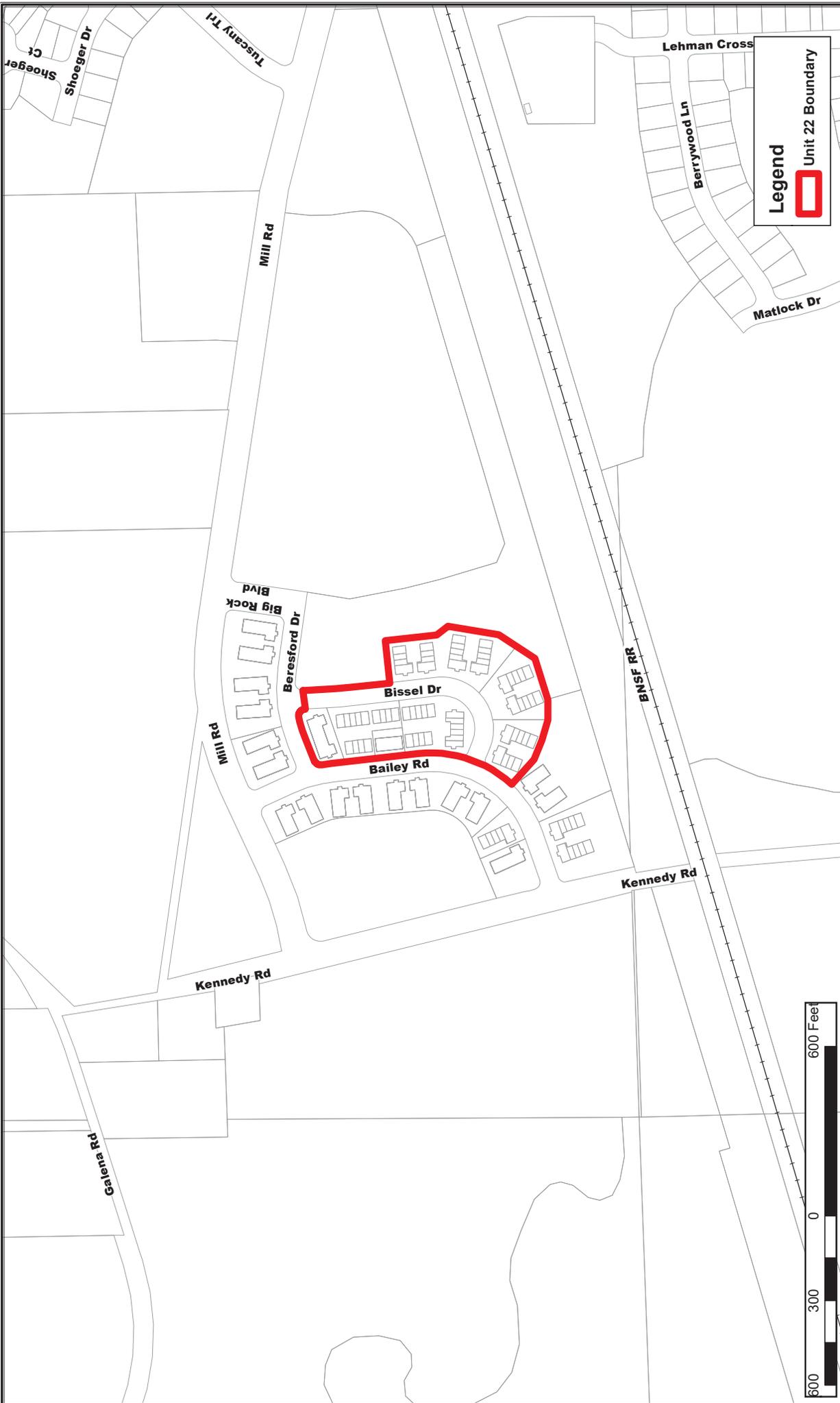
Date: October 9, 2025  
Subject: Grande Reserve Unit 22

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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 \$37,038.00.

The public improvements were accepted on January 17, 2024.

Please let us know if you have any questions.



**Engineering Enterprises, Inc.**  
 1000 W. WASHINGTON ST.  
 SUITE 200  
 SUGAR GROVE, ILLINOIS 60554  
 (815) 866-9700 / www.eentco.com

**United City of Yorkville**  
 1000 W. WASHINGTON ST.  
 YORKVILLE, ILLINOIS 60550  
 (630) 553-4350  
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS	DATE	FILE	PROJECT NO.	DATE

**UNIT 22**  
 UNITED CITY OF YORKVILLE  
 KENDALL COUNTY, ILLINOIS

DATE: NOVEMBER 2022  
 PROJECT NO.: 102024  
 FILE: HUSBPUBLICYORKVILLE2024

**GRANDE RESERVE**  
**LOCATION MAP**





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 #14

Tracking Number

PW 2025-107

### Agenda Item Summary Memo

**Title:** Grande Reserve – Unit 28 Plat of Easement Grant

**Meeting and Date:** Public Works Committee – October 21, 2025

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Approval

**Council Action Requested:** Consideration of Approval

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

#### Agenda Item Notes:

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# Memorandum

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

Date: October 15, 2025  
Subject: Grande Reserve - Unit 28 Plat of Easement

---

The developer is proceeding with the construction of Unit 28 within the City. As part of the development, there are easements to be dedicated to the City for public utilities. Please refer to the attached documents.

We have reviewed the documents for compliance with City requirements and are recommending approval and execution.

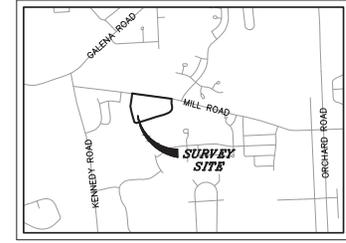
If you have any questions or require additional information, please let us know.

**BASIS OF BEARINGS**

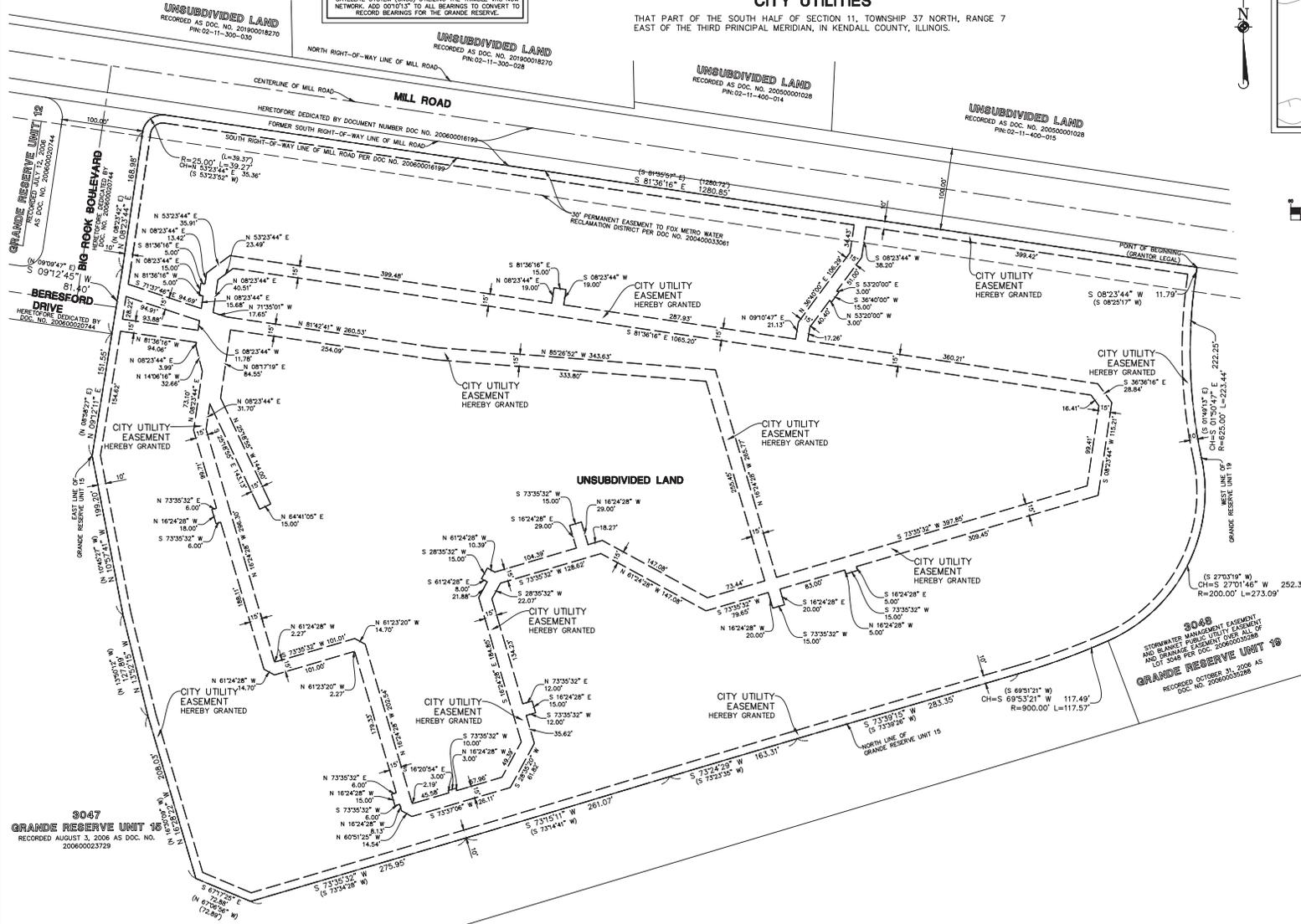
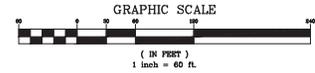
BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS HOW NETWORK. ADD 00°01'31" TO ALL BEARINGS TO CONVERT TO RECORD BEARINGS FOR THE GRANDE RESERVE.

**PLAT OF EASEMENT GRANT**  
FOR  
**CITY UTILITIES**

THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.



**LOCATION MAP**  
NOT TO SCALE



**3048**  
STORMWATER MANAGEMENT EASEMENT AND BLANKET PUBLIC UTILITY EASEMENT AND GRASSY EASEMENT OVER ALL OF LOT 3048 PER DOC. NO. 200600025268  
RECORDED OCTOBER 31, 2006 AS DOC. NO. 200600025268

**3047**  
GRANDE RESERVE UNIT 15  
RECORDED AUGUST 3, 2006 AS DOC. NO. 200600023729

**SHEET INDEX**

SHEET 1	PROPOSED EASEMENTS AND EXISTING BOUNDARY
SHEET 2	PROVISIONS, CERTIFICATES, LEGAL DESCRIPTIONS, SURVEYOR'S NOTES

UNSUBDIVIDED (02-11-300-033)  
YORKVILLE, ILLINOIS  
PLAT OF EASEMENT GRANT

DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_

1 OF 2  
APLVLJ03

**Manhard CONSULTING**  
100 Riverside Drive, Yorkville, IL 62458  
Civil Engineers | Surveyors | Water Resource Engineers | Water & Wastewater Engineers  
Construction Managers | Environmental Scientists | Landscape Architects | Planners

FILED: \_\_\_\_\_  
MSS  
MSS  
TIG  
34/03/25  
1"=60'

# PLAT OF EASEMENT GRANT

FOR  
CITY UTILITIES

THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

PIN'S

02-11-300-033

**SUBMITTED BY/RETURN TO:**

ABBY PROPERTIES  
12347 WOODVIEW STREET  
PLANO, IL. 60173

**SURVEY PREPARED FOR**

ABBY PROPERTIES  
12347 WOODVIEW STREET  
PLANO, IL. 60173

## GRANTOR'S LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

BEGINNING AT THE MOST NORTHWEST CORNER OF LOT 3048 IN GRANDE RESERVE UNIT 19, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006 AS DOCUMENT NUMBER 200600023288 SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MILL ROAD AS DEDICATED BY DOCUMENT NUMBER 200600016199; THENCE SOUTH 08 DEGREES 25 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF SAID LOT, 117.79 FEET, TO A POINT OF CURVATURE; THENCE SOUTHERLY, 223.44 FEET, ALONG SAID WEST LINE, BEING A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE EAST, HAVING A RADIUS OF 625.00 FEET, A CHORD BEARING SOUTH 01 DEGREES 49 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 222.25 FEET, TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 272.09 FEET, ALONG SAID WEST LINE, BEING A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 2000.00 FEET, A CHORD BEARING SOUTH 27 DEGREES 03 MINUTES 19 SECONDS WEST, AND A CHORD DISTANCE OF 252.36 FEET, TO THE MOST EASTERLY NORTHEAST CORNER OF LOT 3047 GRANDE RESERVE UNIT 15, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 2006 AS DOCUMENT NUMBER 200600023729; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID LOT FOR THE FOLLOWING 10 COURSES: 1) THENCE WESTERLY, 117.23 FEET (117.57 FEET RECORD), ALONG A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 9000.00 FEET, A CHORD BEARING SOUTH 69 DEGREES 51 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 117.15 FEET, TO A 1 INCH PIPE AND A POINT OF TANGENCY; 2) THENCE SOUTH 73 DEGREES 39 MINUTES 26 SECONDS WEST, 283.33 FEET (283.35 FEET RECORD), TO A 1 INCH PIPE; 3) THENCE SOUTH 73 DEGREES 23 MINUTES 39 SECONDS WEST, 163.17 FEET (163.31 FEET RECORD), TO A 1 INCH PIPE; 4) THENCE SOUTH 73 DEGREES 14 MINUTES 41 SECONDS WEST, 261.39 FEET (261.07 FEET RECORD), TO A 1 INCH PIPE; 5) THENCE SOUTH 79 DEGREES 34 MINUTES 28 SECONDS WEST, 275.92 FEET (275.85 FEET RECORD), TO A 1 INCH PIPE; 6) THENCE NORTH 67 DEGREES 08 MINUTES 56 SECONDS WEST, 72.89 FEET, TO A 1 INCH IRON PIPE; 7) NORTH 16 DEGREES 30 MINUTES 09 SECONDS WEST, 207.89 FEET (208.03 FEET RECORD), TO A 1 INCH PIPE; 8) THENCE NORTH 13 DEGREES 50 MINUTES 12 SECONDS WEST, 127.89 FEET, TO A 1 INCH IRON PIPE; 9) THENCE NORTH 10 DEGREES 45 MINUTES 27 SECONDS WEST, 199.20 FEET; 10) THENCE NORTH 08 DEGREES 58 MINUTES 27 SECONDS EAST, 151.56 FEET, TO A 1 INCH IRON PIPE AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF BERESFORD DRIVE AS DEDICATED BY DOCUMENT NUMBER 200600027444; THENCE NORTH 09 DEGREES 09 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF GRANDE RESERVE UNIT 12, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 2006 AS DOCUMENT NUMBER 200600020744, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID BERESFORD DRIVE, 81.25 FEET (81.40 FEET RECORD), TO A 1 INCH IRON PIPE WITH CAP; THENCE NORTH 08 DEGREES 23 MINUTES 42 SECONDS EAST, ALONG SAID EAST LINE, 169.02 FEET (168.98 FEET RECORD), TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 39.27 FEET, ALONG SAID EAST LINE AND A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING NORTH 53 DEGREES 23 MINUTES 52 SECONDS EAST, AND A CHORD DISTANCE OF 35.36 FEET, TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF MILL AND POINT OF TANGENCY; THENCE SOUTH 81 DEGREES 36 MINUTES 57 SECONDS EAST, ALONG SAID SOUTH LINE, 1,280.72 FEET, TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

## CITY UTILITY EASEMENTS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED CITY UTILITY EASEMENT OR C.U.E.; SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE, NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPILL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

## OWNERSHIP CERTIFICATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

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

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

G R YORKVILLE APARTMENTS, LLC  
1807 W. DIEHL ROAD 105  
NAPERVILLE, ILLINOIS 60563

BY: \_\_\_\_\_ PRESIDENT \_\_\_\_\_ SECRETARY

## NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_, NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ AND \_\_\_\_\_ PERSONALLY

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

## KENDALL COUNTY RECORDER'S CERTIFICATE

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

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

BY: \_\_\_\_\_ KENDALL COUNTY RECORDER

## MAYOR & CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) SS

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

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

MAYOR \_\_\_\_\_

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

CITY ENGINEER  
STATE OF ILLINOIS )  
COUNTY OF KENDALL ) SS

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

DATED AT YORKVILLE, ILLINOIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

CITY ENGINEER \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF GRANTING CERTAIN EASEMENTS AS SHOWN HEREON, AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 202\_\_.

**FOR REVIEW ONLY**

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003855  
EMAIL ADDRESS: MCHAM@MANHARD.COM  
LICENSE EXPIRES: NOVEMBER 30, 2026



UNSUBDIVIDED (02-11-300-033)

YORKVILLE, ILLINOIS  
PLAT OF EASEMENT GRANT

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF GRANTING CERTAIN EASEMENTS AS SHOWN HEREON, AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 202\_\_.

FOR REVIEW ONLY  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003855  
EMAIL ADDRESS: MCHAM@MANHARD.COM  
LICENSE EXPIRES: NOVEMBER 30, 2026

ERIC R. VESELY  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855  
STATE OF ILLINOIS  
LICENSE EXPIRES: NOVEMBER 30, 2026

2 OF 2  
APLVIL03



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

Agenda Item Number

New Business #15

Tracking Number

PW 2025-108

### Agenda Item Summary Memo

**Title:** 2024 Water Main Replacement – Contracts A and B – WIFIA Change Orders

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** Change orders necessary to meet WIFIA requirements.

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Change Orders

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

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Rob Fredrickson, Finance Director  
Date: October 16, 2025  
Subject: 2024A/B Water Main Replacement – WIFIA Change Orders

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## Summary

Approval of a series of change orders related to the 2024 Water Main Improvements – Contracts A and B. These changes are necessary to ensure the projects conform to the federal requirements associated with the City’s pending Water Infrastructure Finance and Innovation Act (WIFIA) loan program.

## Background

The 2024 Water Main Improvements are part of the City’s broader water system renewal initiative, aimed at replacing aging infrastructure and improving reliability in preparation for the transition to Lake Michigan water. Contract A of the 2024 Water Main Replacement Program focused on the replacement of deteriorated water mains north of the Fox River, west of Route 47, and south of Route 34, including Center, West, Park, Spring, Colton, and River Streets. Contract B of the program concentrated on water main replacement within and around the Fox Industrial Park, encompassing Beaver, Deer, Badger and Wolf Streets. These areas were prioritized based on main age, leak history, and coordination with planned roadway resurfacing.

The projects were originally designed and competitively bid prior to the City’s decision to incorporate them within the scope of the WIFIA loan program. Although construction has been fully completed, several contract amendments are now required to ensure compliance with WIFIA documentation standards and federal procurement requirements. These change orders do not modify the approved scope of work or alter the overall project cost but are necessary to align the completed project documentation with WIFIA funding, reporting and compliance standards.

A summary of change orders for the 2024 Water Main Replacement Program, for both Contract A and Contract B are summarized below:

- Contract A – Conley Excavating, Inc.
  - Change Order No. 1 – Construction Contract – Exhibit A
  - Change Order No. 1 – Design Engineering Agreement (EEI) – Exhibit B
  - Change Order No. 1 – Construction Engineering Agreement (EEI) – Exhibit C

- Contract B – Winninger Excavating, Inc.
  - Change Order No. 2 – Construction Contract – Exhibit D
  - Change Order No. 1 – Design Engineering Agreement (EEI) – Exhibit E
  - Change Order No. 1 – Construction Engineering Agreement (EEI) – Exhibit F

Each of the above change orders has been reviewed by City staff and EEI to confirm compliance with WIFIA requirements. As noted on the preceding page, no additional appropriations are needed and the projects remain within previously approved budget allocations.

By approving the proposed change orders, the City will secure access to federal funding that will assist in meeting Yorkville's financial obligations under the deposit schedule established by the DuPage Water Commission (DWC) for construction of the regional transmission main serving the WaterLink communities. Incorporating these project costs under the WIFIA loan program will help ensure the timely fulfillment of the City's financial commitments while supporting the continued progress of this critical regional water infrastructure initiative.

### **Recommendation**

Staff recommends approval of the attached change orders for the 2024 Water Main Replacement Program.

CHANGE ORDER

Order No. 1 (Davis-Bacon Rates)

Date: October 7, 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:

The attached Davis-Bacon wage rates were included in 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: \$0.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$2,312,286.15

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

The intent is to meet the WIFIA funding requirements.

Approvals Required

Requested by: \_\_\_\_\_ United City of Yorkville

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ Conley Excavating, Inc.

## Kendall County Prevailing Wage Rates posted on 12/7/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.70	52.70	2.0	1.5	2.0	2.0	11.89	27.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		44.15	46.95	1.5	1.5	2.0	2.0	17.30	16.36	0.00	1.54	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	All	BLD		53.32	57.57	1.5	1.5	2.0	2.0	18.05	19.93	0.00	1.87	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	N	ALL		51.00	56.10	2.0	2.0	2.0	2.0	13.81	28.79	0.00	1.00	0.00	0.00	0.00
IRON WORKER	S	ALL		49.00	53.90	2.0	2.0	2.0	2.0	13.81	29.18	0.00	1.00	0.00	0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00

## Kendall County Prevailing Wage Rates posted on 12/7/2023

MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	43.70	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.85	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00

## Kendall County Prevailing Wage Rates posted on 12/7/2023

TRUCK DRIVER	All	ALL	3	44.05	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.25	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

### Legend

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

### Explanations KENDALL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Iron Workers North - Starting from the Will County and Kendall County border at Rt. 126 and County Line Road. Follow Rt. 126 West to Grove Road. Grove Road South to Caton Farm Road. Caton Farm Road West to Lisbon Road. Lisbon Road South to Route 52. Rt. 52 West to County Line Road at the LaSalle / Kendall County Line.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain. CERAMIC TILE FINISHER

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### **COMMUNICATIONS TECHNICIAN**

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

### **MARBLE FINISHER**

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

**MATERIAL TESTER I:** Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

**MATERIAL TESTER II:** Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welder.

### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

### **TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION**

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

### **TERRAZZO FINISHER**

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

### **Other Classifications of Work:**

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

### **LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



## CHANGE ORDER

To: Bart Olson  
City Administrator  
United City of Yorkville  
651 Prairie Pointe Drive

Change Order Number: 1  
Change Order Date: 10/9/25

Project Name: 2024 Water Main Improvements  
- Contract A  
Project Number: YO2314

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Description of Work / Scope Change / Reason for Change

The 2024 Water Main Improvements projects were not originally intended to be funded by WIFIA. The attached documents are being included in the Design Engineering Agreement in order to meet WIFIA requirements. This change order does not affect the contract price for the project.

---

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

Authorized by Owner/Client/Agent:

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

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

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

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



EPA Project Control Number

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

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

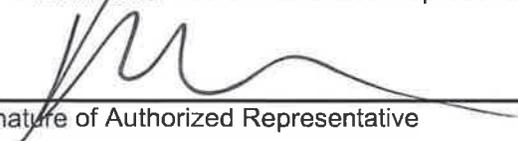
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

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

**Kyle Welte - Project Manager**

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

10-7-25

Date

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

**ATTACHMENT G**  
**IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**Audit and Access to Records Clause:**

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

**Covenant Against Contingent Fees:**

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

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

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

**USEPA Nondiscrimination Clause:**

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

**USEPA Fair Share Percentage Clause:**

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

**ATTACHMENT H**  
**SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**ECONOMIC AND MISCELLANEOUS AUTHORITIES**

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

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

**NEW RESTRICTIONS ON LOBBYING**

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



# Engineering Enterprises, Inc.

Exhibit C

## CHANGE ORDER

To: Bart Olson  
City Administrator  
United City of Yorkville  
651 Prairie Pointe Drive

Change Order Number: 1  
Change Order Date: 10/9/25

Project Name: 2024 Water Main Improvements  
- Contract A  
Project Number: YO2314

---

### Description of Work / Scope Change / Reason for Change

The 2024 Water Main Improvements projects were not originally intended to be funded by WIFIA. The attached documents are being included in the Construction Engineering Agreement in order to meet WIFIA requirements. This change order does not affect the contract price for the project.

---

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

Authorized by Owner/Client/Agent:

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

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

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

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



EPA Project Control Number

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

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

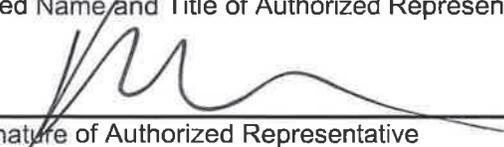
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

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

**Kyle Welte - Project Manager**

Typed Name and Title of Authorized Representative

  
Signature of Authorized Representative

10-7-25  
Date

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

**ATTACHMENT G**  
**IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**Audit and Access to Records Clause:**

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

**Covenant Against Contingent Fees:**

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

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

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

**USEPA Nondiscrimination Clause:**

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

**USEPA Fair Share Percentage Clause:**

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

**ATTACHMENT H**  
**SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**ECONOMIC AND MISCELLANEOUS AUTHORITIES**

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

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

**NEW RESTRICTIONS ON LOBBYING**

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

CHANGE ORDER

Order No. 2 (Davis-Bacon Rates)

Date: October 7, 2025

Agreement Date: February 15, 2024

NAME OF PROJECT: 2024 Water Main Improvements – Contract B

OWNER: United City of Yorkville

CONTRACTOR: Winninger Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The attached Davis-Bacon wage rates were included in the contract documents.

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$2,719,454.25

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$2,573,812.40

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: \$0.00

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

Change to CONTRACT TIME:

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

The date for substantial completion for all work except restoration \_\_\_\_\_

The date for completion for all work will be \_\_\_\_\_

Justification

The intent is to meet the WIFIA funding requirements.

Approvals Required

Requested by: \_\_\_\_\_ United City of Yorkville

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by:  \_\_\_\_\_ Winninger Excavating, Inc.

## Kendall County Prevailing Wage Rates posted on 12/7/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.70	52.70	2.0	1.5	2.0	2.0	11.89	27.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		44.15	46.95	1.5	1.5	2.0	2.0	17.30	16.36	0.00	1.54	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	All	BLD		53.32	57.57	1.5	1.5	2.0	2.0	18.05	19.93	0.00	1.87	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	N	ALL		51.00	56.10	2.0	2.0	2.0	2.0	13.81	28.79	0.00	1.00	0.00	0.00	0.00
IRON WORKER	S	ALL		49.00	53.90	2.0	2.0	2.0	2.0	13.81	29.18	0.00	1.00	0.00	0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00

## Kendall County Prevailing Wage Rates posted on 12/7/2023

MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	43.70	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.85	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00

## Kendall County Prevailing Wage Rates posted on 12/7/2023

TRUCK DRIVER	All	ALL	3	44.05	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.25	44.25	1.5	1.5	2.0	2.0	11.15	13.26	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

### Legend

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

### Explanations KENDALL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Iron Workers North - Starting from the Will County and Kendall County border at Rt. 126 and County Line Road. Follow Rt. 126 West to Grove Road. Grove Road South to Caton Farm Road. Caton Farm Road West to Lisbon Road. Lisbon Road South to Route 52. Rt. 52 West to County Line Road at the LaSalle / Kendall County Line.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain. CERAMIC TILE FINISHER

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### **COMMUNICATIONS TECHNICIAN**

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

### **MARBLE FINISHER**

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

**MATERIAL TESTER I:** Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

**MATERIAL TESTER II:** Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welder.

### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

### **TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION**

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

### **TERRAZZO FINISHER**

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

### **Other Classifications of Work:**

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

### **LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work

## **Kendall County Prevailing Wage Rates posted on 12/7/2023**

performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



# Engineering Enterprises, Inc.

Exhibit E

## CHANGE ORDER

To: Bart Olson  
City Administrator  
United City of Yorkville  
651 Prairie Pointe Drive

Change Order Number: 1  
Change Order Date: 10/9/25

Project Name: 2024 Water Main Improvements  
- Contract B  
Project Number: YO2315

---

### Description of Work / Scope Change / Reason for Change

The 2024 Water Main Improvements projects were not originally intended to be funded by WIFIA. The attached documents are being included in the Design Engineering Agreement in order to meet WIFIA requirements. This change order does not affect the contract price for the project.

---

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

Authorized by Owner/Client/Agent:

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

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

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

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



EPA Project Control Number

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

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

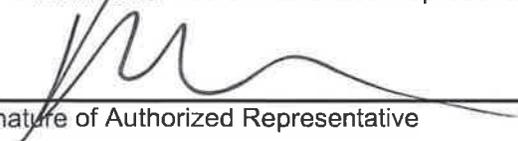
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

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

**Kyle Welte - Project Manager**

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

10-7-25

Date

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

**ATTACHMENT G**  
**IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**Audit and Access to Records Clause:**

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

**Covenant Against Contingent Fees:**

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

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

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

**USEPA Nondiscrimination Clause:**

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

**USEPA Fair Share Percentage Clause:**

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

**ATTACHMENT H**  
**SUPPLEMENTAL USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES**

**ECONOMIC AND MISCELLANEOUS AUTHORITIES**

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

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

**NEW RESTRICTIONS ON LOBBYING**

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



## CHANGE ORDER

To: Bart Olson  
City Administrator  
United City of Yorkville  
651 Prairie Pointe Drive

Change Order Number: 1  
Change Order Date: 10/9/25

Project Name: 2024 Water Main Improvements  
- Contract B  
Project Number: YO2315

### Description of Work / Scope Change / Reason for Change

The 2024 Water Main Improvements projects were not originally intended to be funded by WIFIA. The attached documents are being included in the Construction Engineering Agreement in order to meet WIFIA requirements. This change order does not affect the contract price for the project.

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

Authorized by Owner/Client/Agent:

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

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

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

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



EPA Project Control Number

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

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

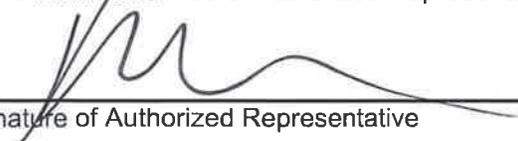
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

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

**Kyle Welte - Project Manager**

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

10-7-25

Date

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

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

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

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

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

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

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**NEW RESTRICTIONS ON LOBBYING**

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



Reviewed By:	
Legal	<input 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 #16

Tracking Number

PW 2025-109

### Agenda Item Summary Memo

**Title:** Water Audit and Non-Revenue Water Reduction Consultation – PSA

**Meeting and Date:** Public Works Committee – October 21, 2025

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson Administration  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 16, 2025  
Subject: Water Audit 2024 and 2025 –Engineering Agreement

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## **Summary**

Consideration of an engineering agreement with EEI for some cleanup of the 2024 water audit (covering October 2023 through September 2024) and completion of the 2025 water audit (covering October 2024 through September 2025).

## **Background**

This item was last discussed by the City Council in August 2025, when the Public Works Committee reviewed the 2024 Water Year Audit. Since then, the City staff have prepared the final paperwork to IDNR and have provided follow up on resident and elected officials' questions on the water audit. With the 2025 Water Audit ready to begin, EEI has prepared an engineering agreement that covers the additional work on the 2024 audit and the full 2025 audit.

The EEI proposal for engineering services on the 2025 Water Audit is for a total estimated amount of \$49,800, to be paid out based on hourly work. These costs are included in the FY 26 and FY 27 budget.

## **Recommendation**

Staff recommends approval of an engineering agreement with EEI for some cleanup of the 2024 water audit (covering October 2023 through September 2024) and completion of the 2025 water audit (covering October 2024 through September 2025).

## **Agreement for Professional Services Water Audit and Non-Revenue Water Reduction Consultation**

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. Services to be provided include professional engineering services for the preparation of the Water Audit (WY2024 and WY2025), preparation of a Water System Improvement Plan, and on-going Non-Revenue Water reduction efforts.

### **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 Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for on an hourly basis in an estimated amount of \$49,800.00. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

### **D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B 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:

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services
<b>Attachment C:</b>	Estimated Level of Effort and Associated Cost
<b>Attachment D:</b>	Anticipated Project Schedule
<b>Attachment E:</b>	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 Contrino  
City Clerk

  
\_\_\_\_\_  
Michele Piotrowski, PE, LEED AP  
Vice President



## ATTACHMENT A - STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



**Water Audit and Non-Revenue Water Reduction Consultation  
United City of Yorkville, IL  
Professional Services Agreement - Design Engineering**

**Attachment B – Scope of Services**

**BACKGROUND**

The United City of Yorkville is seeking a Lake Michigan Water Allocation Permit. As part of the future permit requirements, the City will need to prepare and submit to the Illinois Department of Natural Resources (IDNR) an annual water audit based on the American Water Works Association (AWWA) M36 Manual and the associated Free Water Audit Software (FWAS). Furthermore, given the City's Non-Revenue Water (NRW) is anticipated to be greater than 10%, the City will also likely need to submit to IDNR an updated Water System Improvement Plan indicating the City's progress and any need to pivot from the previous submittal. Furthermore, one of the NRW reduction strategies identified in the previous WSIP submittal to IDNR, the City agreed to complete a billing data analysis/forensic audit by a third-party consultant as well as meet regularly with City staff to better track progress and challenges regarding the NRW reduction plan throughout the year.

**SCOPE OF SERVICES**

Engineering Enterprises, Inc. (EEI) will provide the necessary professional consulting and engineering services prepare the water audit based on the AWWA M36 Manual and FWAS for both WY2024 and WY2025, prepare the updated WSIP, and then perform on-going NRW reduction tasks as needed. Below outlines the professional consulting and engineering services to assist the City in completing these work items:

**WY2024 & WY2025 WATER AUDIT AND LMO2 PREPARATION**

- 1 Prepare and coordinate the RFI
- 2 Meet with the City to review data questions
- 3 Perform lag-time corrections for Volume from Own Sources
- 4 Perform lag-time corrections for Billed Metered water
- 5 Complete AWWA based water audit form with comments
- 6 Prepare summary graphs for NRW components
- 7 Update historical table/graph to view trends
- 8 On-going coordination with City to refine data
- 9 Meet with City to review the completed water audit
- 10 Complete LMO-2 for WY2024 & WY2025

**WATER SYSTEM IMPROVEMENT PLAN**

- 11 Prepare Water Main Replacement Tables
- 12 Prepare Water Main Replacement Exhibits
- 13 Prepare trending tables/graphs
- 14 Coordination with City to refine NRW reduction plan
- 15 Prepare WSIP
- 16 Meet with City to review the completed WSIP
- 17 Submittal to IDNR for the Lake Michigan Allocation

**ON-GOING NON-REVENUE WATER REDUCTION EFFORTS**

- 18 Research/Review viability of new technologies for NRW Reduction
- 19 Water Loss Task Force Meeting (As Necessary)
- 20 On-going NRW reduction monitoring/analysis/response to questions



**Exclusions**

Items specifically excluded from the base scope of services are:

- Resubmittals to IDNR for the WSIP
- Additional meetings beyond the meetings identified within the base scope of services
- Meter testing and/or analysis

The above scope summarizes the work items that will be completed for this contract. All work items are not known at this time and will only be completed upon direction from City staff when necessary. Additional work items, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges (Attachment D).



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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2521-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Water Audit and Non-Revenue Water Reduction Consultation		10/10/25	MLP

TASK NO.	TASK DESCRIPTION	ROLE								HOURS	COST	
		PERSON RATE	PIC BPS \$256	PM MLP \$251	PE TBD \$175	SPM \$243	SPS II \$208	ST MJT \$146	ADMIN \$75			
<b>WY2024 &amp; WY2025 WATER AUDIT AND LMO2 PREPARATION</b>												
1	Prepare and coordinate the RFI			2	6						8	\$ 1,552
2	Meet with the City to review data questions		2	6	6						14	\$ 3,068
3	Perform lag-time corrections for Volume from Own Sources			2	12						14	\$ 2,602
4	Perform lag-time corrections for Billed Metered water			2	12						14	\$ 2,602
5	Complete AWWA based water audit form with comments			2	8						10	\$ 1,902
6	Prepare summary graphs for NRW components			2	8						10	\$ 1,902
7	Update historical table/graph to view trends			2	8						10	\$ 1,902
8	On-going coordination with City to refine data			2	8						10	\$ 1,902
9	Meet with City to review the completed water audit		2	6	8						16	\$ 3,418
10	Complete LMO-2 for WY2024 & WY2025			2	6						8	\$ 1,552
<b>WY2025 Water Audit and LMO2 Preparation Subtotal:</b>			<b>4</b>	<b>28</b>	<b>82</b>						<b>114</b>	<b>\$ 22,402</b>
<b>WATER SYSTEM IMPROVEMENT PLAN PREPARATION</b>												
11	Prepare Water Main Replacement Tables			2	12						14	\$ 2,602
12	Prepare Water Main Replacement Exhibits			2	12				6		20	\$ 3,478
13	Prepare trending tables/graphs			2	4						6	\$ 1,202
14	On-going coordination with City to refine NRW reduction plan			2	8						10	\$ 1,902
15	Prepare WSIP			2	8						10	\$ 1,902
16	Meet with City to review the completed WSIP		2	4	6						12	\$ 2,566
17	Submittal to IDNR for the Lake Michigan Allocation		1	4	8						13	\$ 2,660
<b>Water System Improvement Plan Preparation Subtotal:</b>			<b>3</b>	<b>18</b>	<b>58</b>				<b>6</b>		<b>85</b>	<b>\$ 16,312</b>
<b>ON-GOING NON-REVENUE WATER REDUCTION CONSULTATION</b>												
18	Research/Review viability of new technologies for NRW Reduction		2	2	2						6	\$ 1,364
19	Water Loss Task Force Meeting (Quarterly)		2	8	8						18	\$ 3,920
20	On-going NRW reduction monitoring/analysis/response to questions			12	12				4		28	\$ 5,696
<b>On-Going NRW Reduction Consultation Subtotal:</b>			<b>4</b>	<b>22</b>	<b>22</b>				<b>4</b>		<b>52</b>	<b>\$ 10,980</b>
<b>PROJECT TOTAL:</b>			<b>11</b>	<b>68</b>	<b>162</b>				<b>10</b>		<b>251</b>	<b>\$ 49,694</b>

**EEI STAFF**

BPS Bradley P. Sanderson, PE  
MLP Michele L. Piotrowski, PE, LEED AP  
MJT Matthew J. Taylor  
DRA Deborah R. Anderson  
TBD To Be Determined

**DIRECT EXPENSES**

Printing/Scanning = \$ 50  
Mileage = \$ 50

**DIRECT EXPENSES = \$ 100**

**LABOR SUMMARY**

EEI Labor Expenses = \$ 49,694  
**TOTAL LABOR EXPENSES \$ 49,694**

**TOTAL COSTS \$ 49,794**



## ATTACHMENT D: ESTIMATED SCHEDULE

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
United City of Yorkville		YO2521-P	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Water Audit and Non-Revenue Water Reduction Consultation		10/10/25	MLP

TASK NO.	TASK DESCRIPTION	2025												2026					
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP						
		<b>WY2024 &amp; WY2025 WATER AUDIT AND LMO2 PREPARATION</b>																	
1	Prepare and coordinate the RFI																		
2	Meet with the City to review data questions																		
3	Perform lag-time corrections for Volume from Own Sources																		
4	Perform lag-time corrections for Billed Metered water																		
5	Complete AWWA based water audit form with comments																		
6	Prepare summary graphs for NRW components																		
7	Update historical table/graph to view trends																		
8	On-going coordination with City to refine data																		
9	Meet with City to review the completed water audit																		
10	Complete LMO-2 for WY2024 & WY2025																		

<b>WATER SYSTEM IMPROVEMENT PLAN PREPARATION</b>																			
11	Prepare Water Main Replacement Tables																		
12	Prepare Water Main Replacement Exhibits																		
13	Prepare trending tables/graphs																		
14	Coordination with City to refine NRW reduction plan																		
15	Prepare WSIP																		
16	Meet with City to review the completed WSIP																		
17	Submittal to IDNR for the Lake Michigan Allocation																		

<b>ON-GOING NON-REVENUE WATER REDUCTION CONSULTATION</b>																			
18	Research/Review viability of new technologies for NRW Reduction																		
19	Water Loss Task Force Meeting (As Necessary)																		
20	On-going NRW reduction monitoring/analysis/response to questions																		





# ENGINEERING ENTERPRISES, INC.

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

## ATTACHMENT E - 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 type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #17

Tracking Number

PW 2025-110

### Agenda Item Summary Memo

**Title:** Meeting Schedule for 2026

**Meeting and Date:** Public Works Committee – October 21, 2025

**Synopsis:** Proposed meeting schedule for 2026.

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Jori Contrino Administration  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Jori Contrino, City Clerk  
CC: Bart Olson, City Administrator  
Date: October 13, 2025  
Subject: Public Works Committee Meeting Schedule for 2026

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## Summary

Proposed 2026 meeting schedule for the Public Works Committee.

## Meeting Schedule for 2026

Listed below are the proposed meeting dates for the Public Works Committee meeting for 2026. The proposed schedule has the committee continuing to meet on the third Tuesday of the month at 6:00 p.m.

- January 20, 2026
- February 17, 2026
- March 17, 2026
- April 21, 2026
- May 19, 2026
- June 16, 2026
- July 21, 2026
- August 18, 2026
- September 15, 2026
- October 20, 2026
- November 17, 2026
- December 15, 2026

## Recommendation

Staff recommends review of the proposed meeting dates and time so that a meeting schedule can be finalized for 2026.

## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input 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 #18

Tracking Number

PW 2025-111

### Agenda Item Summary Memo

**Title:** Windett Ridge Road and Fairfax Way Traffic Control Study

**Meeting and Date:** Public Works Committee – October 21, 2025

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir  
Jori Contrino, City Clerk  
James Jensen, Chief of Police  
Date: September 18, 2025  
Subject: Windett Ridge Road and Fairfax Way Traffic Control Study

As requested, we investigated the need for a multi-way STOP at Windett Ridge Road and Fairfax Way.

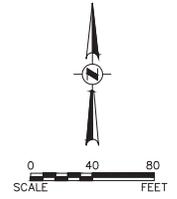
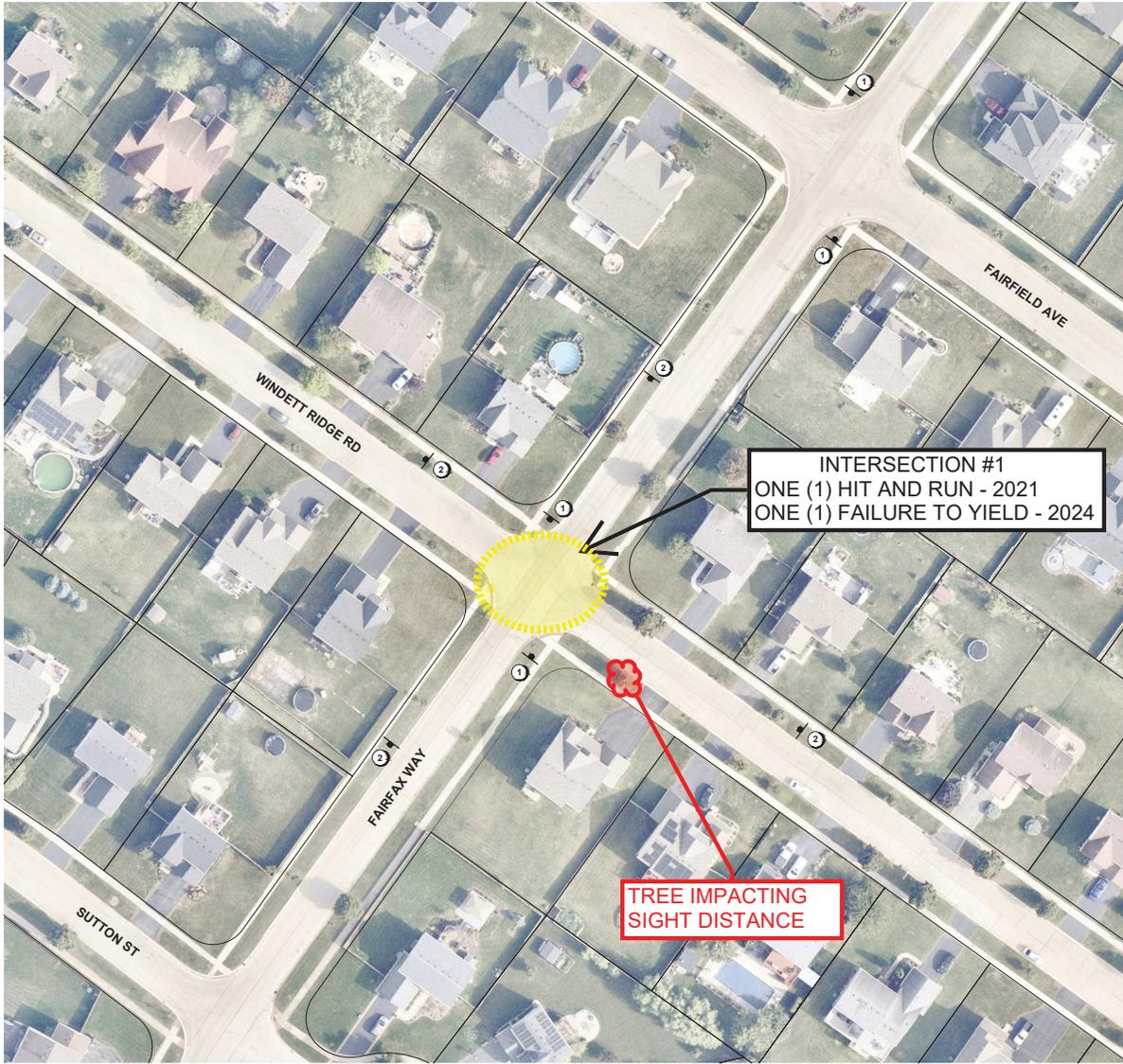
Our findings for this intersection were as follows:

- Both streets examined are designated as local roads.
- Fairfax Way has STOP signs on both approaches; Windett Ridge Road is uncontrolled.
- The neighborhood posted speed limit is 30 mph.
- No parking is permitted on the north side of Windett Ridge Road or on the west side of Fairfax Way.
- The United City of Yorkville Police Department reported one accident within the last 36 months, and two within the last five years at this intersection. Only one of the accidents was of a type susceptible to correction by the installation of all-way stop control.
  - The current edition of the MUTCD requires five or more reported crashes in a 12-month period, or six or more reported crashes in a 36-month period.
- Sight distance on the northbound approach of Fairfax Way, which is controlled by a STOP sign, is slightly restricted by a tree at the southeast corner of the intersection.
  - Northbound Fairfax Way vehicles turning onto or crossing Windett Ridge Road may not see westbound Windett Road traffic approaching the intersection.
- The observed bi-directional vehicle, bicycle, and pedestrian volume entering both intersections was less than that required for the 8-hour, multi-way stop warrant.

**At this time, the sight distance for northbound vehicles on Fairfax Way, at Windett Ridge Road, is restricted by a tree at the southeast corner. If the tree cannot be trimmed or removed to provide adequate sight distance, a multi-way stop would be warranted.**

The pages attached to this memorandum include an existing control exhibit, preliminary engineering study forms for a multi-way STOP, intersection traffic counts, intersection sight distance photos, the correspondence with the United City of Yorkville's Police Department regarding relevant crash data, and the 2021 study that was conducted at this intersection. Additionally attached is the methodology outlined in the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) for traffic control devices.

# INTERSECTION EXHIBIT



**SYMBOL LEGEND**

EXISTING SIGN

**SIGN LEGEND**



Printed: September 15, 2025 @ 9:21 AM By: Torina Hill - Tab 1  
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**Engineering Enterprises, Inc.**  
**CONSULTING ENGINEERS**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 630.466.6700 / www.eeiweb.com

**UNITED CITY OF YORKVILLE**  
 651 PRAIRIE POINTE DRIVE  
 YORKVILLE, IL 60560

0	1	
Bar = 1" When printed FULL size. Adjust stated scales to print size.		
NO.	DATE	REVISIONS

**FAIRFAX WAY & WINDETT RIDGE ROAD**  
**TRAFFIC CONTROL**  
**STUDY**

**EXISTING TRAFFIC CONTROL**

DATE: SEPTEMBER 2025  
 PROJECT NO: Y01107  
 FILE: Y01107-SIGN  
 SHEET **1** OF **1**

# INTERSECTION #1

## WINDETT RIDGE ROAD AND FAIRFAX WAY

**UNITED CITY OF YORKVILLE  
MULTI-WAY STOP  
PRELIMINARY ENGINEERING EVALUATION\***

**Location:** Windett Ridge Road and Fairfax Way (#1)

**Guidance:** The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.

**Guidance:** The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study.

**Standard:** YIELD or STOP signs shall not be used for speed control.

**Standard:** The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
			A. Crash Experience:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.
			B. Sight Distance:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. An engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road. At such a location, the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
			C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. At locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.
			D. 8-Hour Volume:
			(Any Major-Street Speed)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 200 units per hour for each of any of the same 8 hours.
			(85th Percentile Major-Street Speed > 40 mph)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major-street approaches is at least 210 units per hour for each of any 8 hours of a typical day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor-street approaches is at least 140 units per hour for each of any of the same 8 hours.
			E. Other Factors:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The need to control left-turn conflicts.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Based on a preliminary review of the criteria for a multi-way STOP sign, the following action is recommended:

- Criteria are clearly met recommending installation of multi-way STOP signs.
- Criteria are not clearly met at this time - no further action recommended.
- Criteria may or may not be met. Tree trimming is suggested to improve Sight Distance at the southeast corner.

By: Gabriel Braboy, P.E.

Date: 9/15/2025

Senior Project Engineer I  
Title

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

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

\_\_\_\_\_  
Title

\* Based upon Professional Engineer's Review

\*\* Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition Section 2B.12-2B.17

**Engineering Enterprises, Inc.**

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT FAIFAX WAY + WINDETT

PROJECT NUMBER Y01107

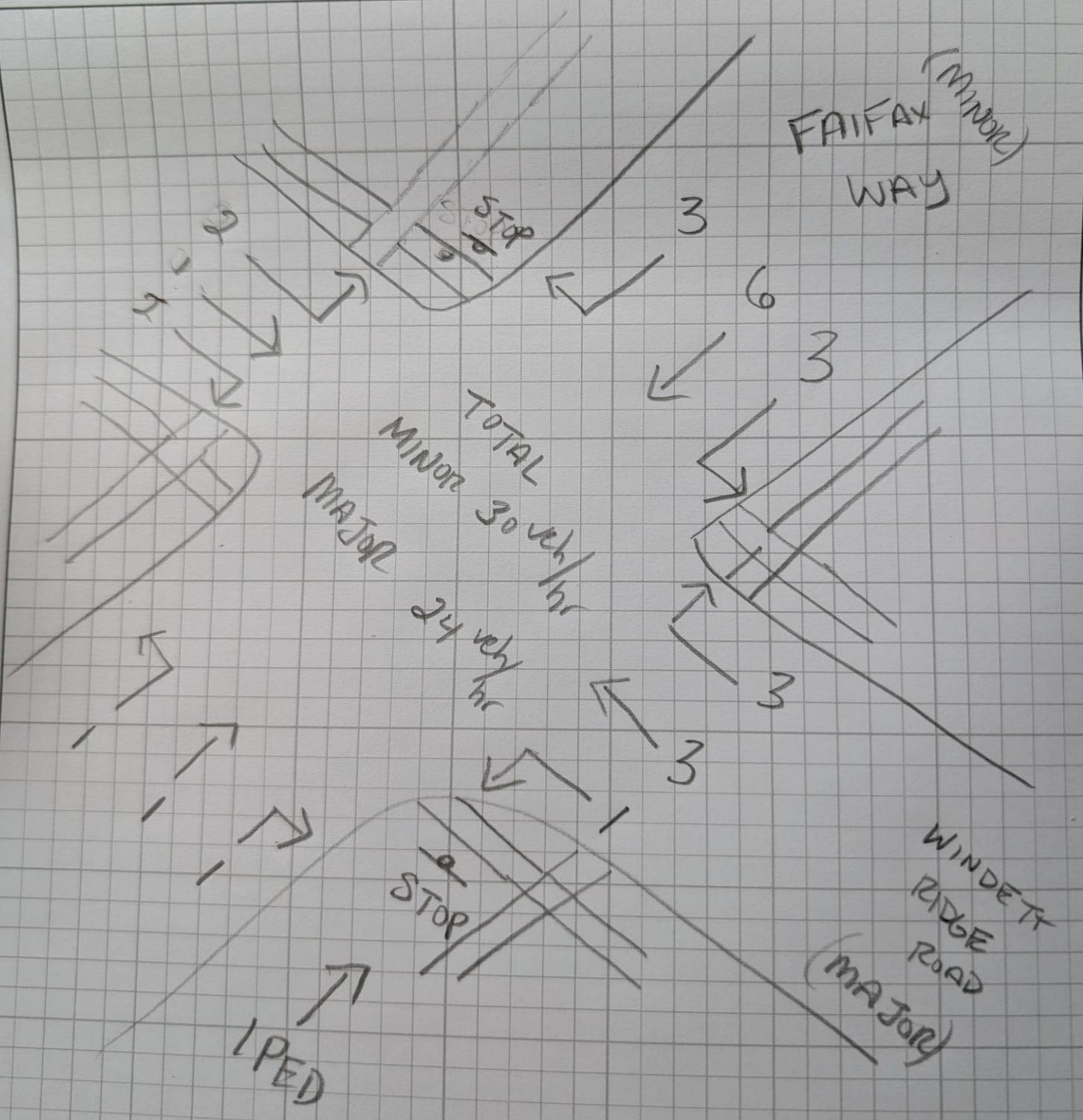
SUBJECT RIDGE ROAD TRAFFIC

BY GAB DATE 9/9/25

CONTROL STUDY

PAGE 1 OF 1

EEI



COUNTS TAKEN  
 9:30 - 10 AM  
 ON 9/9



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## INTERSECTION SIGHT ANALYSIS – WINDETT RIDGE ROAD AND FAIRFAX WAY



WINDETT RIDGE ROAD  
EASTBOUND APPROACH  
FACING EAST



WINDETT RIDGE ROAD  
EASTBOUND APPROACH  
FACING NORTH



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## INTERSECTION SIGHT ANALYSIS – WINDETT RIDGE ROAD AND FAIRFAX WAY



WINDETT RIDGE ROAD  
EASTBOUND APPROACH  
FACING SOUTH



FAIRFAX WAY  
NORTHBOUND APPROACH  
FACING NORTH



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## INTERSECTION SIGHT ANALYSIS – WINDETT RIDGE ROAD AND FAIRFAX WAY



FAIRFAX WAY  
NORTHBOUND APPROACH  
FACING WEST



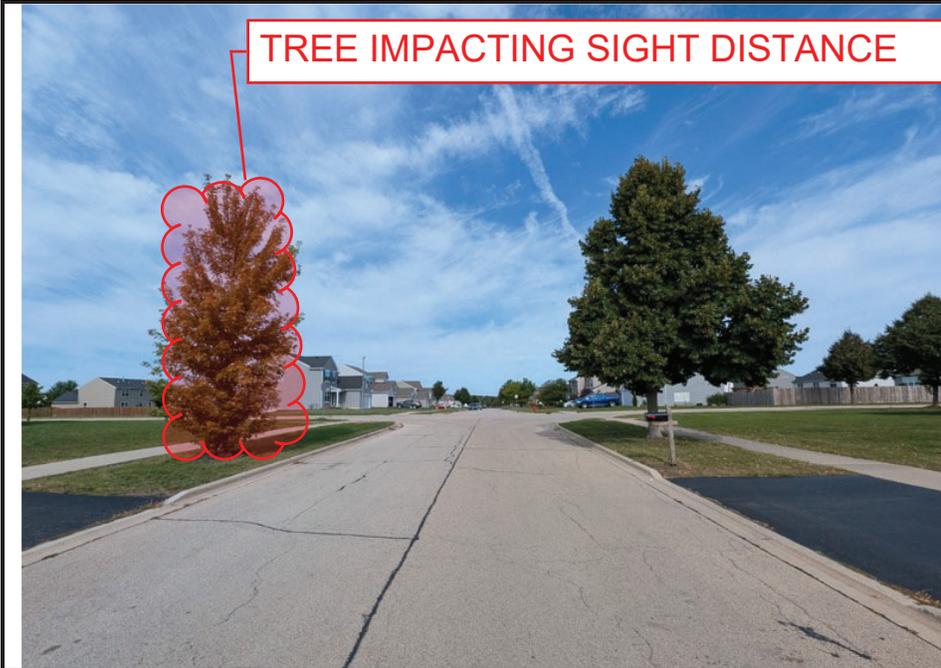
FAIRFAX WAY  
NORTHBOUND APPROACH  
FACING EAST



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## INTERSECTION SIGHT ANALYSIS – WINDETT RIDGE ROAD AND FAIRFAX WAY



WINDETT RIDGE ROAD  
WESTBOUND APPROACH  
FACING WEST



WINDETT RIDGE ROAD  
WESTBOUND APPROACH  
FACING NORTH



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## INTERSECTION SIGHT ANALYSIS – WINDETT RIDGE ROAD AND FAIRFAX WAY



WINDETT RIDGE ROAD  
WESTBOUND APPROACH  
FACING SOUTH



FAIRFAX WAY  
SOUTHBOUND APPROACH  
FACING SOUTH



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www.eeiweb.com

## INTERSECTION SIGHT ANALYSIS – WINDETT RIDGE ROAD AND FAIRFAX WAY



FAIRFAX WAY  
SOUTHBOUND APPROACH  
FACING EAST



FAIRFAX WAY  
SOUTHBOUND APPROACH  
FACING WEST

# UNITED CITY OF YORKVILLE CRASH REPORT CORRESPONDENCE

## Gabe Braboy

---

**From:** Brad Sanderson  
**Sent:** Tuesday, September 9, 2025 4:45 PM  
**To:** Gabe Braboy  
**Subject:** FW: Fairfax and Windett Ridge Intersection - Accident Data  
**Attachments:** 21-0752\_crash original.pdf; 24-2182\_crash original.pdf

fyi

### BRAD

*Chief Operating Officer / President*

D: 630.466.6720

C: 630.816.0957

---

**From:** James Jensen <JJensen@yorkville.il.us>  
**Sent:** Tuesday, September 9, 2025 4:37 PM  
**To:** Bart Olson <BOlson@yorkville.il.us>; Eric Dhuse <edhuse@yorkville.il.us>; Brad Sanderson <bsanderson@eeiweb.com>  
**Subject:** FW: Fairfax and Windett Ridge Intersection - Accident Data

**EXTERNAL SENDER:** This email originated outside of EEI. Do not click links, open attachments, or respond if it appears to be suspicious.

Here is the crash data for Fairfax and Windett Ridge



Chief James Jensen  
Yorkville Police Department  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
Office: 630-553-8509  
JJensen@yorkville.il.us

*Honesty & Integrity / Community Policing / Professionalism*

---

**From:** Kendall Harris <kharris@yorkville.il.us>  
**Sent:** Tuesday, September 9, 2025 4:22 PM  
**To:** James Jensen <JJensen@yorkville.il.us>; Kirsten Balog <kbalog@yorkville.il.us>  
**Subject:** RE: Fairfax and Windett Ridge Intersection - Accident Data

Hello,

There were only 2 reported crashes for that intersection from 2020 to 2025.

21-0752: Improper lane usage

24-2182: Failing to yield the right of way

Earlier today EEI requested the same intersection but for 2022 through 2025, so they were forwarded the information and crash report for 24-2182 only.

Let me know if you need anything else.

Thank you,  
*Kendall Harris*

Records Clerk/FOIA Officer  
Yorkville Police Dept.  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
630-553-4340



---

**From:** James Jensen <[JJensen@yorkville.il.us](mailto:JJensen@yorkville.il.us)>  
**Sent:** Tuesday, September 9, 2025 3:24 PM  
**To:** Kirsten Balog <[kbalog@yorkville.il.us](mailto:kbalog@yorkville.il.us)>; Kendall Harris <[kharris@yorkville.il.us](mailto:kharris@yorkville.il.us)>  
**Subject:** Fairfax and Windett Ridge Intersection - Accident Data

Good Afternoon,

Can one of you get me the following for the intersection of Fairfax and Windett Ridge

1. Years: 2020-2025
2. Crash Data: Please include ALL crashes
3. Cause: Please include the cause of the crash if available

Thanks

JJ



Chief James Jensen  
Yorkville Police Department  
651 Prairie Pointe Drive  
Yorkville, IL 60560  
Office: 630-553-8509  
[JJensen@yorkville.il.us](mailto:JJensen@yorkville.il.us)

*Honesty & Integrity / Community Policing / Professionalism*

# ILLINOIS TRAFFIC CRASH REPORT

Sheet 1 of 1 Sheets



IY003



\*X00366815\*

DRAC 1	TRFD 1	TRFC 2	WEAT 4	DRVA 3	DRVA 2	VIS 1	VIS 1	VEHD 1	VEHD 1	LGHT 1	COLL 15	MANV 1	MANV 1
U1	U2				U2	U1	U2	U1	U2		U1	U2	

INVESTIGATING AGENCY <b>Yorkville Police Department</b>	DAMAGE TO ANY ONE PERSON'S VEHICLE / PROPERTY <input type="checkbox"/> \$500 OR LESS <input type="checkbox"/> \$501 - \$1,500 <input checked="" type="checkbox"/> OVER \$1,500	TYPE OF REPORT <input checked="" type="checkbox"/> ON SCENE <input type="checkbox"/> NOT ON SCENE (DESK REPORT) <input type="checkbox"/> AMENDED	<input checked="" type="checkbox"/> A No Injury / Drive Away <input type="checkbox"/> B Injury and / or Tow Due to Crash	YR 24	AGENCY CRASH REPORT NO. 24-2182	TRFW 14
ADDRESS NO.	HIGHWAY OR STREET NAME <b>FAIRFAX WAY</b>	<input checked="" type="checkbox"/> City <b>YORKVILLE</b>	INTERSECTION RELATED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	DATE OF CRASH <b>12/20/2024</b>	TIME <b>9:29</b>	SECONDARY CRASH <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(CIRCLE) FT / MI N S E W <input checked="" type="checkbox"/> AT INTERSECTION WITH	(CIR LE) <b>WINDETT RIDGE RD</b> (NAME OF INTERSECTION OR ROAD FEATURE)	COUNTY <b>KENDALL</b>	PRIVATE PROPERTY <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	DOORING WITH PEDALCYCLIST? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	# OF MOTOR VEHICLES INVLD <b>2</b>	FLOW CONDITION <input type="checkbox"/> SLOW <input type="checkbox"/> STOPPED <input checked="" type="checkbox"/> FREE FLOW

UNIT 1

<input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> PARKED <input type="checkbox"/> DRIVERLESS <input type="checkbox"/> PED <input type="checkbox"/> PEDAL <input type="checkbox"/> EQUUS <input type="checkbox"/> NMV <input type="checkbox"/> NCV <input type="checkbox"/> DV <b>RODRIGUEZ, RUDY W</b> NAME (LAST, FIRST, M)	SEX <b>M</b>	SAFT <b>2</b>	AIR <b>4</b>	MAKE <b>BMW</b>	MODEL <b>X6</b>	YEAR <b>2025</b>	CIRCLE NUMBER(S) FOR DAMAGED AREA(S) 00 - NONE 13 - UNDER CARRIAGE 14 - TOTAL (ALL) 15 - OTHER 99 - UNKNOWN	FRONT VIEW DIAGRAM 	TOWED DUE TO CRASH <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	FIRE <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	DISTRACTED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	COM VEH <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	VEH1 <b>1</b>
STREET ADDRESS <b>2465 WILTON CT</b>	INJ <b>O</b>	EJCT <b>1</b>	EPHT <b>0</b>	PLATE NO. [REDACTED]	STATE <b>IL</b>	YEAR <b>2025</b>	POINT OF FIRST CONTACT <b>11</b>	REAR VIEW DIAGRAM 	* IF YES SEE SIDEBAR	EXP. Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	ALIGN <b>1</b>	U1	
CITY <b>YORKVILLE</b>	STATE <b>IL</b>	ZIP <b>60560</b>	INSURANCE CO. <b>ENSURANCE INSURANCE</b>	VEHICLE OWNER (LAST, FIRST, M.I.) <b>RODRIGUEZ, RUDY W</b>	OWNER STREET, CITY, STATE, ZIP <b>2465 WILTON CT YORKVILLE, IL 60560</b>	PHONE NUMBER <b>(630) 991-6483</b>	U2						
EMS AGENCY	PEDV	PPA	PPL	INCIDENT RESPONDER <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	IF "Y"	HOSPITAL (TAKEN TO)	RSUR <b>3</b>						

UNIT 2

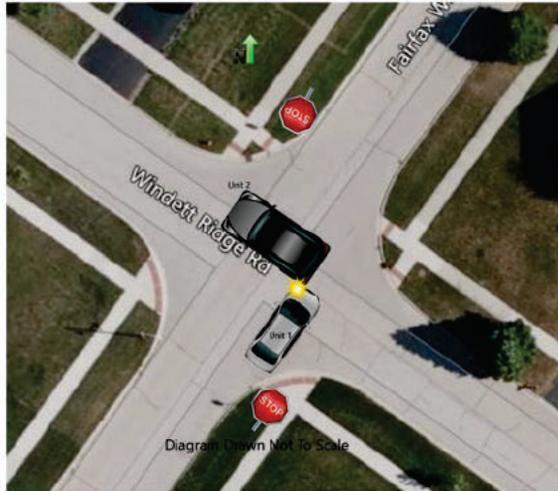
<input checked="" type="checkbox"/> DRIVER <input type="checkbox"/> PARKED <input type="checkbox"/> DRIVERLESS <input type="checkbox"/> PED <input type="checkbox"/> PEDAL <input type="checkbox"/> EQUUS <input type="checkbox"/> NMV <input type="checkbox"/> NCV <input type="checkbox"/> DV <b>MIDDLETON, MEGAN</b> NAME (LAST, FIRST, M)	SEX <b>F</b>	SAFT <b>2</b>	AIR <b>4</b>	MAKE <b>KIA</b>	MODEL <b>TELLURIDE</b>	YEAR <b>2022</b>	CIRCLE NUMBER(S) FOR DAMAGED AREA(S) 00 - NONE 13 - UNDER CARRIAGE 14 - TOTAL (ALL) 15 - OTHER 99 - UNKNOWN	FRONT VIEW DIAGRAM 	TOWED DUE TO CRASH <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	FIRE <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	DISTRACTED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	COM VEH <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	VEHU <b>2</b>
STREET ADDRESS <b>841 WINDETT RIDGE RD</b>	INJ <b>O</b>	EJCT <b>1</b>	EPHT <b>0</b>	PLATE NO. [REDACTED]	STATE <b>IL</b>	YEAR <b>2025</b>	POINT OF FIRST CONTACT <b>7</b>	REAR VIEW DIAGRAM 	* IF YES SEE SIDEBAR	EXP. Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	SPDR <b>0</b>	U1	
CITY <b>YORKVILLE</b>	STATE <b>IL</b>	ZIP <b>60560</b>	INSURANCE CO. <b>State Farm</b>	VEHICLE OWNER (LAST, FIRST, M.I.) <b>MIDDLETON, MEGAN</b>	OWNER ADDRESS (STREET, CITY, STATE, ZIP) <b>841 WINDETT RIDGE RD YORKVILLE, IL 60560</b>	PHONE NUMBER <b>(815) 295-3280</b>	U2						
EMS AGENCY	PEDV	PPA	PPL	INCIDENT RESPONDER <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	IF "Y"	HOSPITAL (TAKEN TO)	RDEF <b>1</b>						

(UNIT)	(SEAT)	(DOB)	(SEX)	(SAFT)	(AIR)	(INJ)	(EJCT)	(EPHT)	PASSENGERS & WITNESSES ONLY	(NAME) / (ADDR) / (TEL)	(HOSP)	(EMS)

UNIT 1	(EVNO)	(MOST)	(EVNT)	(LOC)	DAMAGED PROPERTY OWNER NAME	DAMAGED PROPERTY	POLICE NOTIFIED <b>12/20/2024</b>	TIME <b>9:29</b>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Did crash occur in a Work Zone? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
	1	<input checked="" type="checkbox"/>	11	4						
UNIT 2	2	<input type="checkbox"/>			PROPERTY OWNERS ADDRESS: STREET, CITY, STATE, ZIP	PRIMARY <b>02</b>	SECONDARY <b>23</b>	EMS NOTIFIED	TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	If YES check one below:
	3	<input type="checkbox"/>			<input checked="" type="checkbox"/> CITATIONS ISSUED <input type="checkbox"/> PENDING <b>RODRIGUEZ, RUDY W</b> ARREST NAME	SECTION <b>5/11-904</b>	CITATION NO. <b>22798</b>	EMS ARRIVED	TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> Construction <input type="checkbox"/> Maintenance <input type="checkbox"/> Utility <input type="checkbox"/> Unknown work zone type
	1	<input checked="" type="checkbox"/>	11	4	<input type="checkbox"/> CITATIONS ISSUED <input type="checkbox"/> PENDING ARREST NAME OFFICER ID. <b>224</b>	SECTION	CITATION NO.	ROAD CLEARANCE <b>12/20/2024</b>	TIME <b>9:58</b>	<input type="checkbox"/> AM <input type="checkbox"/> PM
3	<input type="checkbox"/>			SIGNATURE <b>Peyton Heiser</b>	BEAT / DIST.	SUPERVISOR ID. <b>Chris Hayes, 206</b>	COURT DATE <b>1/23/2025</b>	TIME <b>8:30</b>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Workers present? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N

X003666815

A Diagram and Narrative are required on all Type B crashes, even if units have been moved prior to the officer's arrival.



NARRATIVE (refer to vehicle by unit #)

Unit 2 was traveling west bound on Windett Ridge Rd approaching the intersection with Fairfax Way. Unit 1 was traveling northbound on Fairfax Way approaching the intersection with Windett Ridge Rd. North and South bound traffic are required to stop at a stop sign while traveling through this intersection. East and west bound traffic do not have a stop sign.

While unit 2 was traveling west bound through the intersection and crossing Fairfax Way, Unit 1 failed to yield to Unit 2 and disregarded the stop sign. Unit 1 went through the stop sign and collided with the rear driver side of unit 2. The front driver side bumper of unit 1 struck the rear driver side of unit 2. The unit 1 front bumper sustained moderate denting and scraping. The unit 2 rear driver side sustained moderate denting and scraping.

LOCAL USE ONLY

U1 Race: W

U2 Race: W

U1 COLOR	U2 COLOR	U1 Drug 1 000	U1 Drug 2	U2 Drug 1 000	U2 Drug 2
U1 TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE <input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT:	U1 TOWED BY / TO:			
U2 TOWED DUE TO <input type="checkbox"/> DISABLING DAMAGE <input type="checkbox"/> NOT DISABLING DAMAGE	DAMAGE EXTENT:	U2 TOWED BY / TO:			

LARGE TRUCK, BUS, OR HM VEHICLE

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination): or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus): or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car): or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose): or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT \_\_\_\_\_

CARRIER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

MOTOR CARR. ID  Interstate  Intrastate  
 Not In Comm./Govt.  Not In Comm./Other

USDOT NO. \_\_\_\_\_ ILLCC NO. \_\_\_\_\_

Source of above  Side of Truck  Papers  Driver  Log Book  
 GVWR/GCWR  <10,000  10,000 - 26,000  >26,000

Were HAZMAT placards on vehicle?  Yes  No

If yes, name on placard \_\_\_\_\_

4 digit UN NO. \_\_\_\_\_ 1 digit Hazard Class NO. \_\_\_\_\_

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)?  Yes  No  Unknown

Did HAZMAT Regulations violation contribute to the crash?  Yes  No  Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash?  Yes  No  Unknown

Was a Driver/Vehicle Examination Report form completed?

HAZMAT  Yes  No  Unknown Out of Service  Yes  No

MCS  Yes  No  Unknown Out of Service  Yes  No

Form Number \_\_\_\_\_

IDOT PERMIT NO. \_\_\_\_\_ WIDELOAD?  Y  N

TRAILER VIN 1 \_\_\_\_\_

TRAILER VIN 2 \_\_\_\_\_

TRAILER WIDTH(S) 0 - 96" 97 - 102" > 102"

TRAILER 1

TRAILER 2

TRAILER LENGTH(S) 1 \_\_\_\_\_ ft 2 \_\_\_\_\_ ft

TOTAL VEHICLE LENGTH \_\_\_\_\_ ft NO. OF AXLES \_\_\_\_\_

SELECT CODES FROM BACK OF CRASH BOOKLET

VEHICLE CONFIG. \_\_\_\_\_ CARGO BODY TYPE \_\_\_\_\_ LOAD TYPE \_\_\_\_\_

## Narrative

There were no injuries reported in either vehicle. The unit 1 driver was cited for failing to yield to oncoming traffic. Both vehicles were able to be driven off scene.



X002218612

A **Diagram** and **Narrative** are required on all **Type B** crashes, even if units have been moved prior to the officer's arrival.

**LARGE TRUCK, BUS, OR HM VEHICLE**

IF MORE THAN ONE CMV IS INVOLVED, USE SR 1050A ADDITIONAL UNITS FORMS.

A CMV is defined as any motor vehicle used to transport passengers or property and:

1. Has a weight rating of more than 10,000 pounds (example: truck or truck/trailer combination); or
2. Is used or designed to transport more than 15 passengers including the driver (example: shuttle or charter bus); or
3. Is designed to carry 15 or fewer passengers and operated by a contract carrier transporting employees in the course of their employment (example: employee transporter - usually a van type vehicle or passenger car); or
4. Is used or designed to transport between 9 and 15 passengers, including the driver, for direct compensation (example: large van used for specific purpose); or
5. Is any vehicle used to transport any hazardous material (HAZMAT) that requires placarding (example: placards will be displayed on the vehicle).

UNIT \_\_\_\_\_

CARRIER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

MOTOR CARR. ID  Interstate  Intrastate  
 Not In Comm./Govt.  Not In Comm./Other

USDOT NO. \_\_\_\_\_ ILLCC NO. \_\_\_\_\_

Source of above  
 Side of Truck  Papers  Driver  Log Book  
GVWR/GCWR  
 <10,000  10,000 - 26,000  >26,000

Were HAZMAT placards on vehicle?  Yes  No

If yes, name on placard \_\_\_\_\_

4 digit UN NO. \_\_\_\_\_ 1 digit Hazard Class NO. \_\_\_\_\_

Did HAZMAT Spill from vehicle (do NOT consider FUEL from vehicle's own tank)?  Yes  No  Unknown

Did HAZMAT Regulations violation contribute to the crash?  Yes  No  Unknown

Did Motor Carrier Safety Regulations (MCS) violation contribute to the crash?  Yes  No  Unknown

Was a Driver/Vehicle Examination Report form completed?

HAZMAT  Yes  No  Unknown Out of Service  Yes  No  
MCS  Yes  No  Unknown Out of Service  Yes  No

Form Number \_\_\_\_\_

IDOT PERMIT NO. \_\_\_\_\_ WIDELOAD?  Y  N

TRAILER VIN 1 \_\_\_\_\_

TRAILER VIN 2 \_\_\_\_\_

TRAILER WIDTH(S) 0 - 96" 97 - 102" > 102"  
TRAILER 1     
TRAILER 2

TRAILER LENGTH(S) 1 \_\_\_\_\_ ft 2 \_\_\_\_\_ ft

TOTAL VEHICLE LENGTH \_\_\_\_\_ ft NO. OF AXLES \_\_\_\_\_

SELECT CODES FROM BACK OF CRASH BOOKLET  
VEHICLE CONFIG. \_\_\_\_\_ CARGO BODY TYPE \_\_\_\_\_ LOAD TYPE \_\_\_\_\_

**NARRATIVE (refer to vehicle by unit #)**

On 04/23/2021, I, Officer Swanson #221 was dispatched to the area of 561 Windett Ridge Rd. for a hit and run accident that had already occurred. Charles F. Tiberi (M/H DOB 01/19/1980) advised unit 2 belongs to the company he works for - Trane Technologies Company LLC. Charles advised unit 2 was parked unoccupied facing Westbound on the south side of the 500 block of Windett Ridge Rd. between the hours of 2200 hours on 04/22/2021 and 0600 hours on 04/23/2021. During this time, unit 1, an unknown vehicle driving Eastbound on Windett Ridge Rd struck the passenger side of unit 2 with the passenger side of unit 1. This caused the passenger side mirror of unit 2 to be broken and damage to occur along the entire passenger side of unit 2. Charles advised he had no suspect information regarding unit 1. No injuries occurred, no citations issued, no tows needed.

**LOCAL USE ONLY**

U1 Race: \_\_\_\_\_ U2 Race: \_\_\_\_\_

U1 COLOR **Multicolor** U2 COLOR **White** U1 Drug 1 **000** U1 Drug 2 **000** U2 Drug 1 **000** U2 Drug 2 **000**

U1 TOWED DUE TO  DISABLING DAMAGE  NOT DISABLING DAMAGE DAMAGE EXTENT: U1 TOWED BY / TO: \_\_\_\_\_

U2 TOWED DUE TO  DISABLING DAMAGE  NOT DISABLING DAMAGE DAMAGE EXTENT: U2 TOWED BY / TO: \_\_\_\_\_

# MUTCD Intersection Control Guidelines

The governing entity on traffic control signage and right-of-way intersection control is the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). The 11<sup>th</sup> Edition of the Manual, updated in December 2023, provides the following guidance when considering intersection control at unsignalized intersections:

*Guidance:*

*The type of traffic control used at an unsignalized intersection should be the least restrictive that provides appropriate levels of safety and efficiency for all road users.*

*Guidance:*

- A. When selecting a form of intersection control, the following factors should be considered: a. Motor vehicle, bicycle, and pedestrian traffic volumes on all approaches; where the term units/day or units/hour is indicated, it should be the total of motor vehicle, bicycle, and pedestrian volume;*
- B. Driver yielding behavior with regard to all modes of conflicting traffic, including bicyclists and pedestrians;*
- C. Number and angle of approaches;*
- D. Approach speeds;*
- E. Sight distance available on each approach;*
- F. Reported crash experience; and*
- G. The presence of a grade crossing near the intersection.*

**Standard:**

**YIELD or STOP signs shall not be used for speed control.**

Section 2B.10 of the MUTCD details the following for the installation of yield control at an intersection:

*Guidance:*

*At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs.*

*Yield control should be considered when engineering judgment indicates that all of the following conditions exist:*

- A. Intersection sight distance is adequate on the approaches to be controlled by YIELD signs.*
- B. All approaches to the intersection are a single lane and there are no separate turn lanes.*
- C. One of the following crash-related criteria applies:*
- D. For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months that are susceptible to correction by the installation of a YIELD sign.*
- E. For changing from minor road stop control to yield control, there have been two or fewer reported crashes in the previous 12 months.*
- F. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection averages less than 1,800 units per day or 140 units in the peak hour.*
- G. The angle of intersection is between 90 and 75 degrees.*
- H. The functional classification of the intersecting streets is either the intersection of two local streets or the intersection of a local street with a collector street.*

Option:

YIELD signs may be installed at an intersection when any of the following conditions apply:

- A. At the second intersection of a divided highway crossing or median break functioning as two separate intersections (see Figure 2B-19). In this case, a YIELD sign may be installed at the entrance to the second intersection.
- B. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
- C. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
- D. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.
- E. On low-volume rural roads if engineering judgment indicates that a YIELD sign would provide adequate control.
- F. On an approach to an intersection where the only permissible movement is a right-turn movement with an intersection geometry similar to a channelized right-turn lane or an approach to a roundabout.

Section 2B.11 of the MUTCD details the following for the installation of minor road stop control at an intersection:

*Guidance:*

*Stop control on the minor-road approach or approaches to an intersection should be considered when engineering judgment indicates that one or more of the following conditions exist:*

- A. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.*
- B. *Crash records indicate that:*
  1. *For a four-leg intersection, there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.*
  2. *For a three-leg intersection, there are three or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period. The crashes should be susceptible to correction by installation of minor-road stop control.*
- C. *The intersection is of a lower functional classification road with a higher functional classification road.*
- D. *Conditions that previously supported the installation of all-way stop control no longer exist.*

*On low-volume rural roads, a STOP sign should be considered at an intersection where engineering judgment indicates that Item C in Paragraph 1 of this Section is applicable or where the intersection has inadequate sight distance for the operating vehicle speeds.*

Section 2B.12 of the MUTCD details the following for the installation of an All-Way Stop Control intersection:

*Support:*

*The provisions in the following sections describe warrants for the recommended engineering study to determine all-way stop control. Warrants are not a substitute for engineering judgment. The fact that a warrant for a particular traffic control device is met is not conclusive justification to install or not install all-way stop control. Because each intersection will have unique characteristics that affect its operational performance or safety, it is the engineering study for a given intersection that is ultimately the basis for a decision to install or not install all-way stop control.*

*All-way stop controls at intersections with substantially differing approach volumes can reduce the effectiveness of these devices for all roadway users.*

*Guidance:*

*The decision to establish all-way stop control at an unsignalized intersection should be based on an engineering study. The engineering study for all-way stop control should include an analysis of factors related to the existing operation and safety at the intersection, the potential to improve these conditions, and the applicable factors contained in the following all-way stop control warrants:*

- A. All-Way Stop Control Warrant A: Crash Experience (see Section 2B.13)*
- B. All-Way Stop Control Warrant B: Sight Distance (see Section 2B.14)*
- C. All-Way Stop Control Warrant C: Transition to Signal Control or Transition to Yield Control at a Circular Intersection (see Section 2B.15)*
- D. All-Way Stop Control Warrant D: 8-Hour Volume (Vehicles, Pedestrians, Bicycles) (see Section 2B.16)*
- E. All-Way Stop Control Warrant E: Other Factors (see Section 2B.17)*

*Option:*

*The decision to install all-way stop control on site roadways open to public travel may be based on engineering judgment.*

**Standard:**

**The satisfaction of an all-way stop control warrant or warrants shall not in itself require the installation of all-way stop control at an unsignalized intersection.**

# 2021 INTERSECTION STUDY



# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Krysti Barksdale-Noble, Community Dev. Dir.  
Lisa Pickering, City Clerk  
Date: May 3, 2021  
Subject: Fairfax Way and Windett Ridge Road – Multi-way Stop Sign Analysis  
Windett Ridge Road and Coach Road – Stop Sign Analysis

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As requested, we investigated the possible installation of stop signs at the following intersections:

- Fairfax Way and Windett Ridge Road (multi-stop sign analysis)
- Windett Ridge Road and Coach Road

EEI collected 24-hour traffic counts via on-road tube collectors for the intersection of Fairfax Way and Windett Ridge Road on Thursday, April 8, 2021. We also collected seven-day speed data from Thursday, April 8, 2021 to Thursday, April 15, 2021 via bi-directional traffic collector radar detection along Windett Ridge Road at the intersection with Coach Road.

The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regard to stop sign installation:

*Guidance:*

*Engineering judgment should be used to establish intersection control. The following factors should be considered:*

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;*
- B. Number and angle of approaches;*
- C. Approach speeds;*
- D. Sight distance available on each approach; and*
- E. Reported crash experience.*

*YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:*

- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;*
- B. A street entering a designated through highway or street; and/or*
- C. An unsignalized intersection in a signalized area.*

*In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:*

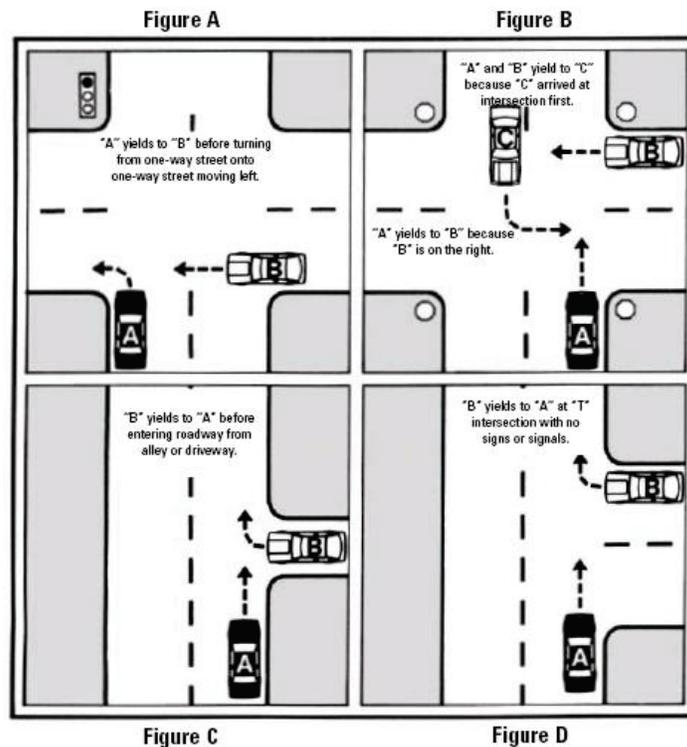
- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;*
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or*

C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

*Yield or Stop signs should not be used for speed control.*

At unsigned intersections, the application of the normal right-of-way rules would apply.

Figure D taken from the Illinois Drivers Manual shows that the minor roadway should yield to traffic on the major roadway at uncontrolled intersections.



Our findings were as follows:

- **Fairfax Way and Windett Ridge Road**
  - The traffic volume appears to be below 2,000 units per day.
  - There are no sight distance constraints.
  - The vehicular volumes entering the intersection from the major street approaches (Windett Ridge Road) appears to be below 300 vehicles per hour for any 8 hours of an average day.
  - The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street (Fairfax Way) appears to be below 200 units per hour for the same 8 hours.
  - The accident history is below the threshold warranting stop signs.
  - This intersection does not appear to be a good candidate for a multi-way stop sign based on the above criteria.
  - Since Windett Ridge Road is considered the main road of the two, EEI has found that the existing two-way stop control is sufficient since Fairfax Way is subject to stop control

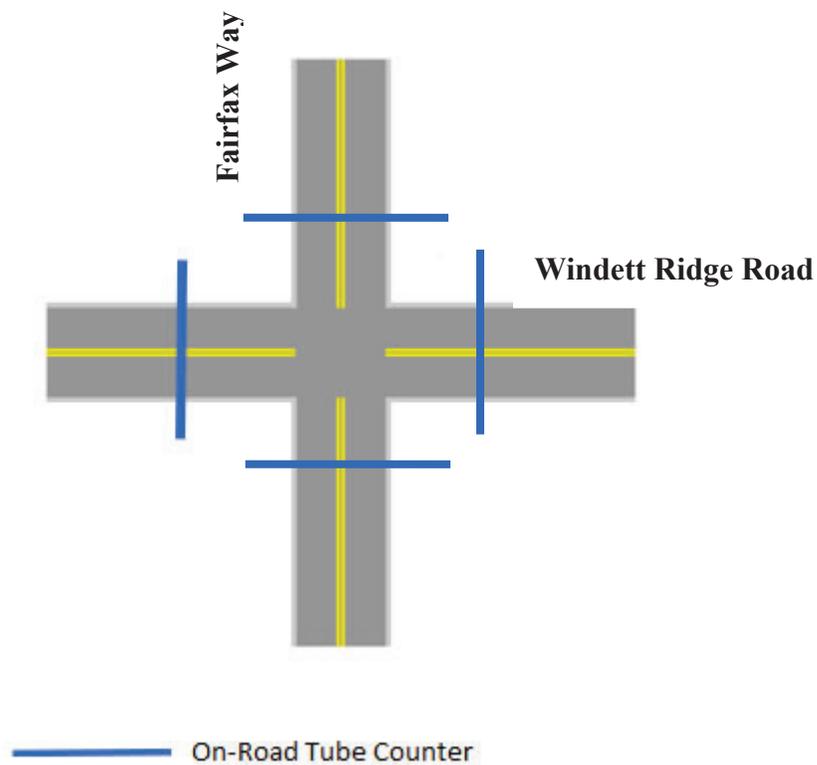
- **Windett Ridge Road and Coach Road**

- The accident history is below the threshold warranting stop signs.
- There are no sight distance constraints.
- Posted speed: 30 MPH
- Average speed: 27.9 MPH
- 85<sup>th</sup> percentile speed: 33 MPH
- Stop signs are not meant to control vehicular speed.
- This segment of roadway does not appear to be a good candidate for a stop sign based on the above criteria.

**Crash History Reports (provided by the City)**

**No crash data was reported**

**Traffic On-Road Tube Collector Locations**





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

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Tracking Number

PW 2025-62

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### Agenda Item Summary Memo

**Title:** 2025 Stormwater Basin Inspections Engineering Agreement

**Meeting and Date:** Public Works Committee – October 21, 2025

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

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#### Council Action Previously Taken:

Date of Action: CC – 6/24/25 Action Taken: This agenda item was tabled.

Item Number: PW 2025-62

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

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# 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

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## **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:  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*:

For the Contractor:

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

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 Contrino*  
*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**

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

TASK NO.	WORK ITEM <sup>1</sup>	ROLE	PRINCIPAL	SENIOR PM	SENIOR PE II	PROJECT TECH	CAD	ADMIN	HOURS	COST
		RATE	\$256	\$243	\$218	\$159	\$159	\$75		
<b>ENGINEERING SERVICES</b>										
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
<b>Design Engineering Subtotal:</b>			<b>4</b>	<b>14</b>	<b>-</b>	<b>92</b>	<b>-</b>	<b>-</b>	<b>110</b>	<b>\$ 19,054</b>
<b>PROJECT TOTAL:</b>			<b>4</b>	<b>14</b>	<b>-</b>	<b>92</b>	<b>-</b>	<b>-</b>	<b>110</b>	<b>19,054</b>

**Notes:**

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

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	\$ 150
Mileage =	\$ 560
<b>DIRECT EXPENSES =</b>	<b>\$ 710</b>

<b>LABOR SUMMARY</b>	
EEI Labor Expenses =	\$ 19,054
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 19,054</b>

<b>TOTAL COSTS</b>	<b>\$ 19,764</b>
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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*

<b>EMPLOYEE DESIGNATION</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
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