



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, November 18, 2025
6:00 p.m.
East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: October 21, 2025

New Business:

1. PW 2025-112 Route 126 Water Main Improvements – Contract Award
2. PW 2025-113 Route 126 Water Main Improvements – Construction Engineering Agreement
3. PW 2025-114 E. Van Emmon Street Resurfacing – Balance Authorization No. 1
4. PW 2025-115 Eldamain Water Main Loop – North Change Order No. 1 (Balancing)
5. PW 2025-116 Eldamain Water Main Loop – South Change Order No. 2
6. PW 2025-117 Southern Sanitary Sewer Connection – Change Order No. 3 (Balancing)
7. PW 2025-118 Risk and Resilience Assessment / Emergency Response – 5 Year Review and Revisions – Preliminary Engineering Agreement

Old Business:

Additional Business:

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

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. October 21, 2025
 - Approved _____
 - As presented
 - With corrections

NEW BUSINESS:

1. PW 2025-112 Route 126 Water Main Improvements – Contract Award
 - Moved forward to CC _____
 - Approved by Committee _____
 - Bring back to Committee _____
 - Informational Item
 - Notes _____
-
-
-

2. PW 2025-113 Route 126 Water Main Improvements – Construction Engineering Agreement

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

3. PW 2025-114 E. Van Emmon Street Resurfacing – Balance Authorization No. 1

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

4. PW 2025-115 Eldamain Water Main Loop – North Change Order No. 1 (Balancing)

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

5. PW 2025-116 Eldamain Water Main Loop – South Change Order No. 2

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

6. PW 2025-117 Southern Sanitary Sewer Connection – Change Order No. 3 (Balancing)

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

7. PW 2025-118 Risk and Resilience Assessment / Emergency Response – 5 Year Review and Revisions – Preliminary Engineering Agreement

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

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – October 21, 2025

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

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: _____ Minute Taker

Name

Department

Agenda Item Notes:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, October 21, 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 (arr. 6:08pm)

Other City Officials

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

Assistant City Administrator Erin Willrett via Zoom
Assistant Public Works Director John Sleezer

Other Guests:

Dave Hubert, Fox Highlands

Janice Triptow (via Zoom)

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

Citizen Comments:

Mr. Dave Hubert of Kingsmill St. in Ward 1 commented on the water audit and efforts regarding unaccounted water use. He referred to reports from the August and September meetings and explained that he interprets the data differently. From 2012 through 2021, he said there is a consistent pattern of pumped water and unaccounted water ranging from 10-12%. It was 600 million gallons pumped in 2020 and 12% unaccounted which equals 72 million gallons. He said any incremental growth comes from new residents and other usage would remain approximately the same. In 2023-2024 the loss grew to 14% with 700 millions gallons pumped. Using past calculations, that resulted in a 28% increase in the losses and with no additional water main breaks. He believes this calculation needs to be evaluated. He said the figures were consistent for 10 years before it rose dramatically. He does not believe it is a software problem. He believes the city is actually losing much more water than in previous years. Mr. Olson will consult with staff and respond to these questions.

Previous Meeting Minutes: September 16, 2025

The minutes were approved as presented.

New Business:

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

This is the standard report with no new activity and is informational.

2. PW 2025-95 Capital Improvement Projects Update

Mr. Sanderson said the memo highlights the projects being done. He said 3 of the utility projects related to Cyrus 1 are almost complete. The 2025 water main replacement project on the south side of the river is moving along and it is expected all replacements will be done before the end of the year. He said some of the paving work will be pushed to next year. Also, the east alley water main replacement should be done a couple weeks. In addition, the NW tank and south standpipe, both relating to the Lake Michigan water project, will be started in the next couple weeks. The Road to Better Roads program paving is finished.

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

Director Dhuse said these are the monthly summaries and by IEPA rules, must be adopted by the City Council. The October report reflects the 1.5 million gallon water loss from the large water main break on Crooked Creek. He said there were many new accounts. Chairman Soling asked for more details about the Crooked Creek water main break and Mr. Dhuse replied that there were small holes in the pipe, but the pipe broke very suddenly. There were 2 breaks back-to-back which were repaired. He said 105 feet of new pipe will be installed to replace the 1989 pipe. This item moves to the consent agenda.

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

Engineer Sanderson said this item was first discussed in September and he recalled the steps that need to be taken for quiet zones. He said BNSF now charges \$28,000 for their work to establish quiet zones. This item will move forward to the regular agenda.

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

Bids were received on October 7th for the south receiving station. A similar number of bids was received as was for the north station. Whittaker Construction was the low bidder at \$6,875,000 and they were also the low bidder for the north station. Mr. Sanderson recommended awarding them the bid and the item moves to the regular agenda.

(Discussion on items #6 & #7 was reversed)

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

Mr. Dhuse said this is the accompanying agreement for item #5 and will authorize Engineering Enterprises to oversee this project. The budgeted cost is \$362,000 and will be spread over 3 fiscal years. This moves to the consent agenda with committee approval.

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)

This item is related to a previously passed inter-governmental agreement, said Mr. Sanderson. With the expansion of Rt. 47 from Jericho to Waterpark Way, some of the improvements conflict with city water main in an existing easement. The agreement says that the state will pay for the construction. The design cost was inadvertently omitted from the agreement and this agreement will cover that cost. The committee was OK with this and it will move to the consent agenda.

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

Engineer Sanderson said this is about 70% complete and funded by IEPA. The IEPA was slower getting the loans out and the project did not start as early as hoped. November was the original finish date, however, he recommends the new completion date of June 2026 to allow for the paving to occur in the next construction season. He recommends acceptance and there is no difference in price. This will move to the consent agenda with committee approval.

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

Mr. Dhuse gave this update. He said approximately 900 of the 1,200 meters in the first phase have been replaced. The infrastructure on top of the water tower was also changed in the first phase. Almost 4,000 meters will be changed out in Phase II. Some of these meters are now 25 years old. This should help get under the 10% water loss needed. When finished, all will be able to be radio-read remotely and anytime with accuracy. The same company will do the changeout. He said it is important to have this done now to have a full year of water data by October 2027. He said the complete changeout of meters should be done by October 1, 2026. City staff will do the replacement if residents are having issues with their meters, but the company will do the bulk of the replacements. This will move to the regular agenda.

10. PW 2025-103 Caledonia Phase 3 – Acceptance

The punchlist items and infrastructure are complete and Mr. Sanderson recommends acceptance. There is a one-year guarantee and a re-inspection will be done at 8 months. This moves to the consent agenda.

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

These 3 items were discussed simultaneously. Mr. Sanderson said all are on the 1-year maintenance phase and some items were corrected, but all work is now complete and he recommended bond release for all 3. These items move to the consent agenda.

14. PW 2025-107 Grande Reserve – Unit 28 Plat of Easement Grant

This apartment complex is located north of railroad tracks. There are water mains and sanitary sewer installed and will be public. Easements are needed and Mr. Sanderson recommends approval of the agreements for the easements. This also moves to the consent agenda.

15. PW 2025-108 2024 Water Main Replacement - Contracts A and B – WIFIA Change Orders

Finance Director Rob Fredrickson compiled a memo for the packet which gave the reason for the Change Order. These 2 projects were not included in the original WIFIA package and 24 projects are now desired to be included in the WIFIA package. Adjustments are needed to the 2 contracts, language needs to be added to the construction contract and language needs to be added to the design construction and engineering agreements. When the Change Orders are approved, they can be rolled into the original WIFIA package with no dollar change. Mr. Sanderson recommended acceptance and this moves to the consent agenda.

16. PW 2025-109 Water Audit and Non-Revenue Water Reduction Consultation – Agreement for Professional Services

Mr. Olson said this is an agreement with Engineering Enterprises to conduct the water audit as a requirement of the Lake Michigan allocation permit and also includes a cleanup of the 2024 report. It is an estimated cost of \$49,800 which is budgeted and he recommends approval. This moves to the regular agenda.

17. PW 2025-110 Meeting Schedule for 2026

The committee approved the schedule at committee level.

18. PW 2025-111 Windett Ridge Road and Fairfax Way Traffic Control Study

Mr. Olson said the Mayor had received a citizen complaint about speeding at this location. The Mayor felt there should be a 4-way stop and after an analysis was done, it was determined the stop is warranted. Staff recommends the 4-way stop and a nearby branch will be trimmed by the city. This will move to the consent agenda with committee approval.

Old Business:

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

Mr. Olson said there is no update on this yet. He said the city has been doing these inspections on a base contract and approving hourly increases where needed. The inspections are using the hours of the basic contract and it was decided to make this a separate contract. The Mayor has concerns about the trees in the basin and does not want them removed unless necessary. This will be placed on the consent agenda.

Additional Business: None

There was no further business and the meeting adjourned at 6:33pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2025-112

Agenda Item Summary Memo

Title: IL Route 126 Water Main Improvements – Contract Award

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

Synopsis: IL Route 126 Water Main Improvements – Contract Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: November 10, 2025
Subject: IL Route 126 Water Main Improvements

Bids were received, opened and tabulated for work to be done on the IL Route 126 Water Main Improvements at 11:00 a.m., November 5, 2025. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

This project consists of installing approximately 6,800 feet of 16-inch ductile iron water main and 1,100 feet of sanitary sewer to connect the new South Receiving Station with the City's infrastructure system. The low bid was below our engineer's estimate and within the project budget (\$3.13M).

This project is included in the City's Water Infrastructure Finance and Innovation Act (WIFIA) Loan and is part of the WIFIA loan eligible project costs.

We recommend the acceptance of the bid and approval of the award be made to the low bidder, Austin Tyler Construction Inc., 23343 S Ridge Rd., Elwood, IL 60421, in the total amount of \$2,559,902.21.

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

NOTICE OF AWARD

TO: Austin Tyler Construction Inc.
23343 Ridge Road
Elwood, IL 60421

PROJECT Description: Route 126 Water Main Improvements; which consists of approximately 6,834 feet of 16-inch ductile iron water main, 163 feet of 8-inch C900 PVC Sanitary Sewer Main, 962 feet of 4-inch C900 PVC Sanitary Sewer Force Main, all related appurtenances, sidewalk removal and replacement, pavement removal and replacement, and all other appurtenant 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 September 17, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ Two million five hundred fifty nine thousand nine hundred and 21/100 cents (\$2,559,902.21).

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 18 day of November, 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 _____



**BID TABULATION
RT 126 WATER MAIN IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 11/5/2025		Austin Tyler Const., Inc 23343 S. Ridge Rd Elwood, IL-60421		Winninger Excavating, Inc. 8845 Schoger Drive Naperville, IL-60564		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		Trine Construction 1041 Trine Ct St. Charles, IL-60174		Steve Sless Construction, Inc. 10284 Vans Dr Frankfort, IL-60423		Swallow Construction 490 Topsoil Drive West Chicago, IL-60185		PirTano Construction Co., Ilc 1766 Armitage Court Addison, IL-60101		Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL-61032		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL	UNIT	64	\$ 30.00	\$ 1,920.00	\$ 75.00	\$ 4,800.00	\$ 100.00	\$ 6,400.00	\$ 34.50	\$ 2,208.00	\$ 70.00	\$ 4,480.00	\$ 31.00	\$ 1,984.00	\$ 70.00	\$ 4,480.00	\$ 30.00	\$ 1,920.00	\$ 50.00	\$ 3,200.00	\$ 35.00	\$ 2,240.00
2	TREE ROOT PRUNING	EACH	4	\$ 200.00	\$ 800.00	\$ 250.00	\$ 1,000.00	\$ 200.00	\$ 800.00	\$ 143.75	\$ 575.00	\$ 200.00	\$ 800.00	\$ 150.00	\$ 600.00	\$ 200.00	\$ 800.00	\$ 125.00	\$ 500.00	\$ 250.00	\$ 1,000.00	\$ 140.00	\$ 560.00
3	TREE REMOVAL, ACRES	ACRE	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 23,000.00	\$ 23,000.00	\$ 27,300.00	\$ 27,300.00	\$ 23,500.00	\$ 23,500.00	\$ 26,000.00	\$ 26,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00
4	REPLACEMENT TREE, 2.5" CALIPER (MIN.), BALLED, AND BURLAPPED	EACH	2	\$ 600.00	\$ 1,200.00	\$ 800.00	\$ 1,600.00	\$ 660.00	\$ 1,320.00	\$ 862.50	\$ 1,725.00	\$ 600.00	\$ 1,200.00	\$ 1,050.00	\$ 2,100.00	\$ 500.00	\$ 1,000.00	\$ 1,580.00	\$ 3,160.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00
5	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	2	\$ 6,900.00	\$ 13,800.00	\$ 8,500.00	\$ 17,000.00	\$ 5,600.00	\$ 11,200.00	\$ 12,659.64	\$ 25,319.28	\$ 8,000.00	\$ 16,000.00	\$ 15,500.00	\$ 31,000.00	\$ 8,700.00	\$ 17,400.00	\$ 7,137.00	\$ 14,274.00	\$ 25,000.00	\$ 50,000.00	\$ 9,000.00	\$ 18,000.00
6	WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	FOOT	5,849	\$ 171.00	\$ 1,000,179.00	\$ 160.00	\$ 935,840.00	\$ 177.00	\$ 1,035,273.00	\$ 181.06	\$ 1,059,019.94	\$ 150.00	\$ 877,350.00	\$ 168.00	\$ 982,632.00	\$ 213.00	\$ 1,245,837.00	\$ 189.00	\$ 1,105,461.00	\$ 295.00	\$ 1,725,455.00	\$ 200.00	\$ 1,169,800.00
7	WATER MAIN, D.I.P., CLASS 52, HDSS HIGH PRESSURE RESTRAINED PIPE, 16-INCH	FOOT	415	\$ 190.00	\$ 78,850.00	\$ 189.00	\$ 78,435.00	\$ 200.00	\$ 83,000.00	\$ 159.56	\$ 66,217.40	\$ 235.00	\$ 97,525.00	\$ 225.00	\$ 93,375.00	\$ 185.00	\$ 76,775.00	\$ 416.00	\$ 172,640.00	\$ 280.00	\$ 116,200.00	\$ 300.00	\$ 124,500.00
8	WATER MAIN, D.I.P., CLASS 52, HDSS RESTRAINED JOINT PIPE, DIRECTIONAL DRILL, 16-INCH	FOOT	570	\$ 330.00	\$ 188,100.00	\$ 470.00	\$ 267,900.00	\$ 234.00	\$ 133,380.00	\$ 332.83	\$ 189,713.10	\$ 366.00	\$ 208,620.00	\$ 473.00	\$ 269,610.00	\$ 494.00	\$ 281,580.00	\$ 439.00	\$ 250,230.00	\$ 350.00	\$ 199,500.00	\$ 300.00	\$ 171,000.00
9	STEEL CASING PIPE, BORE AND JACK, 30-INCH	FOOT	415	\$ 640.00	\$ 265,600.00	\$ 620.00	\$ 257,300.00	\$ 757.00	\$ 314,155.00	\$ 877.64	\$ 364,220.60	\$ 630.00	\$ 261,450.00	\$ 850.00	\$ 352,750.00	\$ 742.00	\$ 307,930.00	\$ 642.00	\$ 266,430.00	\$ 500.00	\$ 207,500.00	\$ 800.00	\$ 332,000.00
10	STEEL CASING PIPE, BORE AND JACK, 24-INCH	FOOT	160	\$ 570.00	\$ 91,200.00	\$ 600.00	\$ 96,000.00	\$ 675.00	\$ 108,000.00	\$ 776.91	\$ 124,305.80	\$ 550.00	\$ 88,000.00	\$ 750.00	\$ 120,000.00	\$ 562.00	\$ 89,920.00	\$ 665.00	\$ 106,400.00	\$ 390.00	\$ 62,400.00	\$ 500.00	\$ 80,000.00
11	DUCTILE IRON FITTINGS	POUND	11,570	\$ 0.01	\$ 115.70	\$ 0.01	\$ 115.70	\$ 0.01	\$ 115.70	\$ 0.01	\$ 115.70	\$ 12.00	\$ 138,840.00	\$ 11.25	\$ 130,162.50	\$ 0.01	\$ 115.70	\$ 14.00	\$ 161,980.00	\$ 1.00	\$ 11,570.00	\$ 5.00	\$ 57,850.00
12	FIELD LOK GASKET	EACH	8	\$ 530.00	\$ 4,240.00	\$ 500.00	\$ 4,000.00	\$ 810.00	\$ 6,480.00	\$ 626.92	\$ 5,015.36	\$ 800.00	\$ 6,400.00	\$ 550.00	\$ 4,400.00	\$ 500.00	\$ 4,000.00	\$ 642.00	\$ 5,136.00	\$ 500.00	\$ 4,000.00	\$ 300.00	\$ 2,400.00
13	BUTTERFLY VALVE IN 72" VAULT, 16-INCH	EACH	10	\$ 16,500.00	\$ 165,000.00	\$ 13,000.00	\$ 130,000.00	\$ 17,000.00	\$ 170,000.00	\$ 15,545.25	\$ 155,452.50	\$ 16,100.00	\$ 161,000.00	\$ 13,600.00	\$ 136,000.00	\$ 13,450.00	\$ 134,500.00	\$ 21,500.00	\$ 215,000.00	\$ 20,000.00	\$ 200,000.00	\$ 12,000.00	\$ 120,000.00
14	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	15	\$ 11,000.00	\$ 165,000.00	\$ 11,000.00	\$ 165,000.00	\$ 9,000.00	\$ 135,000.00	\$ 8,699.91	\$ 130,498.65	\$ 8,600.00	\$ 129,000.00	\$ 8,500.00	\$ 127,500.00	\$ 8,015.00	\$ 120,225.00	\$ 9,351.00	\$ 140,265.00	\$ 15,000.00	\$ 225,000.00	\$ 10,000.00	\$ 150,000.00
15	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$ 0.01	\$ 0.01	\$ 18,000.00	\$ 18,000.00	\$ 0.01	\$ 0.01	\$ 9,997.67	\$ 9,997.67	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 18,500.00	\$ 18,500.00	\$ 6,062.00	\$ 6,062.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00
16	CONNECTION TO EXISTING SANITARY MANHOLE	EACH	1	\$ 9,200.00	\$ 9,200.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,640.17	\$ 7,640.17	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 14,860.00	\$ 14,860.00	\$ 3,200.00	\$ 3,200.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00
17	SANITARY SEWER MAIN, C-900 PVC, 8-INCH	FOOT	163	\$ 82.00	\$ 13,366.00	\$ 75.00	\$ 12,225.00	\$ 130.00	\$ 21,190.00	\$ 51.59	\$ 8,409.17	\$ 82.00	\$ 13,366.00	\$ 105.00	\$ 17,115.00	\$ 71.00	\$ 11,573.00	\$ 100.00	\$ 16,300.00	\$ 200.00	\$ 32,600.00	\$ 200.00	\$ 32,600.00
18	SANITARY SEWER FORCE MAIN W/ TRACER WIRE, CERTA LOK D2241/RJIB WITH YELOMINE, 4-INCH, (HDD)	FOOT	962	\$ 83.00	\$ 79,846.00	\$ 73.00	\$ 70,226.00	\$ 80.00	\$ 76,960.00	\$ 97.54	\$ 93,833.48	\$ 132.00	\$ 126,984.00	\$ 100.00	\$ 96,200.00	\$ 112.00	\$ 107,744.00	\$ 61.00	\$ 58,682.00	\$ 170.00	\$ 163,540.00	\$ 175.00	\$ 168,350.00
19	DUCTILE IRON FITTINGS WITH CERAMIC LINING (FORCE MAIN)	POUND	150	\$ 0.01	\$ 1.50	\$ 0.01	\$ 1.50	\$ 0.01	\$ 1.50	\$ 0.01	\$ 1.50	\$ 32.00	\$ 4,800.00	\$ 30.00	\$ 4,500.00	\$ 20.00	\$ 3,000.00	\$ 75.00	\$ 11,250.00	\$ 1.00	\$ 150.00	\$ 7.00	\$ 1,050.00
20	FORCE MAIN PRESSURE TESTING	LSUM	1	\$ 1,700.00	\$ 1,700.00	\$ 500.00	\$ 500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,169.50	\$ 5,169.50	\$ 12,000.00	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,400.00	\$ 9,400.00	\$ 3,518.00	\$ 3,518.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
21	DEFLECTION TESTING SANITARY SEWER	FOOT	163	\$ 2.00	\$ 326.00	\$ 2.00	\$ 326.00	\$ 6.00	\$ 1,075.80	\$ 10.58	\$ 1,724.54	\$ 6.00	\$ 978.00	\$ 3.00	\$ 489.00	\$ 2.00	\$ 326.00	\$ 0.60	\$ 97.80	\$ 15.00	\$ 2,445.00	\$ 3.00	\$ 489.00
22	TELEVISION SANITARY SEWER	FOOT	163	\$ 4.00	\$ 652.00	\$ 5.00	\$ 815.00	\$ 6.00	\$ 1,075.80	\$ 10.58	\$ 1,724.54	\$ 12.00	\$ 1,956.00	\$ 25.00	\$ 4,075.00	\$ 9.00	\$ 1,467.00	\$ 7.50	\$ 1,222.50	\$ 10.00	\$ 1,630.00	\$ 4.00	\$ 652.00
23	SANITARY MANHOLE VACUUM TESTING	EACH	1	\$ 250.00	\$ 250.00	\$ 400.00	\$ 400.00	\$ 1,050.00	\$ 1,050.00	\$ 517.50	\$ 517.50	\$ 2,000.00	\$ 2,000.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00	\$ 303.00	\$ 303.00	\$ 1,500.00	\$ 1,500.00	\$ 650.00	\$ 650.00
24	PRESSURE TESTING SANITARY SEWER	FOOT	163	\$ 2.00	\$ 326.00	\$ 2.00	\$ 326.00	\$ 13.20	\$ 2,151.60	\$ 10.58	\$ 1,724.54	\$ 9.00	\$ 1,467.00	\$ 3.00	\$ 489.00	\$ 4.00	\$ 652.00	\$ 0.60	\$ 97.80	\$ 15.00	\$ 2,445.00	\$ 1.00	\$ 163.00
25	REINFORCED CONCRETE BASE PAD FOR LIFT STATION	LSUM	1	\$ 4,300.00	\$ 4,300.00	\$ 4,500.00	\$ 4,500.00	\$ 15,000.00	\$ 15,000.00	\$ 8,389.50	\$ 8,389.50	\$ 5,500.00	\$ 5,500.00	\$ 5,250.00	\$ 5,250.00	\$ 7,000.00	\$ 7,000.00	\$ 84,930.00	\$ 84,930.00	\$ 23,000.00	\$ 23,000.00	\$ 10,000.00	\$ 10,000.00
26	FURNISH LIFT STATION (COMPLETE)	LSUM	1	\$ 151,000.00	\$ 151,000.00	\$ 180,000.00	\$ 180,000.00	\$ 135,000.00	\$ 135,000.00	\$ 148,153.00	\$ 148,153.00	\$ 163,300.00	\$ 163,300.00	\$ 125,000.00	\$ 125,000.00	\$ 158,430.00	\$ 158,430.00	\$ 148,061.00	\$ 148,061.00	\$ 180,000.00	\$ 180,000.00	\$ 125,000.00	\$ 125,000.00
27	INSTALLATION OF LIFT STATION	LSUM	1	\$ 51,000.00	\$ 51,000.00	\$ 79,000.00	\$ 79,000.00	\$ 100,000.00	\$ 100,000.00	\$ 53,553.30	\$ 53,553.30	\$ 40,460.00	\$ 40,460.00	\$ 106,000.00	\$ 106,000.00	\$ 165,490.00	\$ 165,490.00	\$ 86,584.00	\$ 86,584.00	\$ 53,000.00	\$ 53,000.00	\$ 25,000.00	\$ 25,000.00
28	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	500	\$ 0.01	\$ 5.00	\$ 10.00	\$ 5,000.00	\$ 60.00	\$ 30,000.00	\$ 0.01	\$ 5.00	\$ 12.00	\$ 6,000.00	\$ 5.00	\$ 2,500.00	\$ 60.00	\$ 30,000.00	\$ 76.00	\$ 38,000.00	\$ 55.00	\$ 27,500.00	\$ 65.00	\$ 32,500.00
29	PERIMETER EROSION BARRIER	FOOT	5,570	\$ 2.50	\$ 13,925.00	\$ 3.25	\$ 18,102.50	\$ 2.75	\$ 15,317.50	\$ 4.69	\$ 26,123.30	\$ 3.00	\$ 16,710.00	\$ 6.00	\$ 33,420.00	\$ 3.00	\$ 16,710.00	\$ 2.00	\$ 11,140.00	\$ 6.00	\$ 33,420.00	\$ 1.00	\$ 5,570.00
30	FOUNDATION MATERIAL	CUYD	100	\$ 40.00	\$ 4,000.00	\$ 15.00	\$ 1,500.00	\$ 60.00	\$ 6,000.00	\$ 0.01	\$ 1.00	\$ 98.00	\$ 9,800.00	\$ 45.00	\$ 4,500.00	\$ 30.00	\$ 3,000.00	\$ 114.00	\$ 11,400.00	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00
31	EXPLORATORY EXCAVATION	EACH	5	\$ 330.00	\$ 1,650.00	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 345.00	\$ 1,725.00	\$ 825.00	\$ 4,125.00	\$ 250.00	\$ 1,250.00	\$ 500.00	\$ 2,500.00	\$ 662.00	\$ 3,310.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00
32	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQFT	630	\$ 16.00	\$ 10,080.00	\$ 23.00	\$ 14,490.00	\$ 20.00	\$ 12,600.00	\$ 24.15	\$ 15,214.50	\$ 28.00	\$ 17,640.00	\$ 17.50	\$ 11,025.00	\$ 18.00	\$ 11,340.00	\$ 27.00	\$ 17,010.00	\$ 18.50	\$ 11,655.00	\$ 25.00	\$ 15,750.00
33	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	74	\$ 73.00	\$ 5,402.00	\$ 76.00	\$ 5,624.00	\$ 75.00	\$ 5,550.00	\$ 63.25	\$ 4,680.50	\$ 150.00	\$ 11,100.00	\$ 122.05	\$ 9,031.70	\$ 75.00	\$ 5,550.00	\$ 104.00	\$ 7,696.00	\$ 62.00	\$ 4,588.00	\$ 90.00	\$ 6,660.00
34	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	36	\$ 38.00	\$ 1,368.00	\$ 42.00	\$ 1,512.00	\$ 100.00	\$ 3,600.00	\$ 26.45	\$ 952.20	\$ 23.00	\$ 828.00	\$ 10.25	\$ 369.00	\$ 15.00	\$ 540.00	\$ 48.00	\$ 1,728.00	\$ 194.00	\$ 6,984.00	\$ 50.00	\$ 1,800.00
35	RESTORATION	LSUM	1	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$ 60,000.00	\$ 60,000.00														

BID SUMMARY RT 126 WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 11:00 A.M. 11/05/2025	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	Austin Tyler Const. , Inc 23343 S. Ridge Rd Elwood, IL-60421	Winniger Excavating, Inc. 8845 Schoger Drive Naperville, IL-60564	D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416
BID TOTAL	\$2,929,584.00	\$2,559,902.21	\$2,585,038.70	\$2,667,695.94
BID BOND		X	X	X
SIGNED BID		X	X	X
ADVERTISED IN PAPER		X	X	X
ADDENDUM NO. 1		X	X	X
ADDENDUM NO. 2		X	X	X
ADDENDUM NO. 3		X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 11/05/2025	Trine Construction 1041 Trine Ct St. Charles, IL-60174	Steve Spiess Construction, Inc. 10284 Vans Dr Frankfort, IL-60423	Swallow Construction 490 Topsoil Drive West Chicago, IL-60185	PirTano Construction Co., Ilc 1766 Armitage Court Addison, IL-60101
BID TOTAL	\$2,668,760.00	\$2,731,639.00	\$2,997,777.20	\$3,063,444.70
BID BOND	X	X	X	X
SIGNED BID	X	X	X	X
ADVERTISED IN PAPER	X		X	X
ADDENDUM NO. 1	X	X	X	X
ADDENDUM NO. 2	X	X	X	X
ADDENDUM NO. 3	X	X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 11/05/2025	Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL-61032	J. Congdon Sewer Service, Inc. 170-A Alexandra Way, Carol Stream, IL-60188		
BASE BID TOTAL	\$3,133,088.10	\$4,249,282.00		
BID BOND	X	X		
SIGNED BID	X	X		
ADVERTISED IN PAPER	X	X		
ADDENDUM NO. 1	X	X		
ADDENDUM NO. 2	X	X		
ADDENDUM NO. 3	X	X		



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

Agenda Item Number

New Business #2

Tracking Number

PW 2025-113

Agenda Item Summary Memo

Title: IL Route 126 Water Main Improvements – Construction Engineering Agreement

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

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: November 13, 2025
Subject: Rt. 126 Water Main Construction Eng. Agreement

Summary

Approval of a proposed construction engineering agreement from EEI for the Rt. 126 water main installation project.

Background

The Rt. 126 water main installation project is a crucial component to receive Lake Michigan Water. This project will feed the main supply of water from the new receiving station near the intersection of Rt. 126 and Rt. 71 into our south-central pressure zone, which extends generally, from the Fox River south to Rt. 71. This new main will parallel Rt. 126 and tie into our system at the south feed for Timber Ridge and then be distributed to the system. This will also feed the central zone through the PRV in Timber Ridge.

This project was last discussed at the City Council meeting on 7/23/24 when the design engineering contract was approved. Since this time, the project has been designed and bid with the contract award as another agenda item at the Public Works committee meeting this month.

The proposed contract is any hourly rate agreement that is estimated at \$222,427 with an additional \$8,525 in direct expenses for a total of \$230,952. At this time, we have \$224,000 in the approved FY26 budget, and an additional \$59,000 proposed in FY27.

Recommendation

Staff recommends approval of this contract with EEI in the amount of \$230,952.

**Agreement for Professional Services
Route 126 Water Main Improvements
United City of Yorkville**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 6,850 linear feet of 16-inch ductile iron water main, 170 feet of 8-inch sanitary sewer, 970 feet of 4-inch sanitary force main, 1 lift station, and related appurtenances along IL-Rt. 126. See Attachment D for project limits. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services performed to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$222,427. Direct expenses are estimated at \$8,525. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every 30 days.

D. Changes in Rates of Compensation:

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



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

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



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

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

I. Indemnification:

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

J. Insurance:

The 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: *Insert list of attachments below*

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Map

Attachment E: Anticipated Project Schedule

Attachment F: Standard Schedule of Charges



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

Attachment H: IEPA Professional Services Contract Clauses

L. Notices:

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

For the City:

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

For the Contractor:

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

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

Agreed to this ___ day of _____, 2025.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori 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.



**Professional Services Agreement - Design Engineering
Rt. 126 Water Main Improvements
United City of Yorkville, IL**

Attachment B – Scope of Services

CONSTRUCTION ENGINEERING – RT. 126 WATER MAIN IMPROVEMENTS

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of the Meeting Minutes
- Shop Drawing Review
- Coordinate with IDOT & YBSD
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities
- Ensure Proper Documentation and Execution of WIFIA Loan Documents

3.2 Construction Layout and Record Drawings

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

3.3 Construction Observation and Documentation

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

The above scope for “Route 126 Water Main Improvements” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2419-P	
PROJECT TITLE		DATE	PREPARED BY
Route 126 Water Main Improvements		11/10/25	AMN

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPT1	PM	SPT1	PS	ADMIN	HOURS	COST
		RATE	\$256	\$243	\$218	\$171	\$218	\$182	\$175	\$75		
DESIGN ENGINEERING												
3.1	Contract Administration		12	5	101	71	-	-	-	5	194	\$ 38,821
3.2	Construction Layout and Record Drawings		-	-	-	-	9	63	40	-	112	\$ 20,428
3.3	Observation and Documentation		1	18	65	843	-	-	-	3	930	\$ 163,178
Design Engineering Subtotal:			13	23	166	914	9	63	40	8	1,236	\$ 222,427
PROJECT TOTAL:			13	23	166	914	9	63	40	8	1,236	222,427

EEl STAFF

- PIC Principal In Charge
- SPM Senior Project Manager
- PM Project Manager
- SPE 1 Senior Project Engineer I
- SPT 2 Senior Project Engineer II
- SPT 1 Senior Project Technician I
- PS Project Surveyor
- ADMIN Administrative Assistant

DIRECT EXPENSES

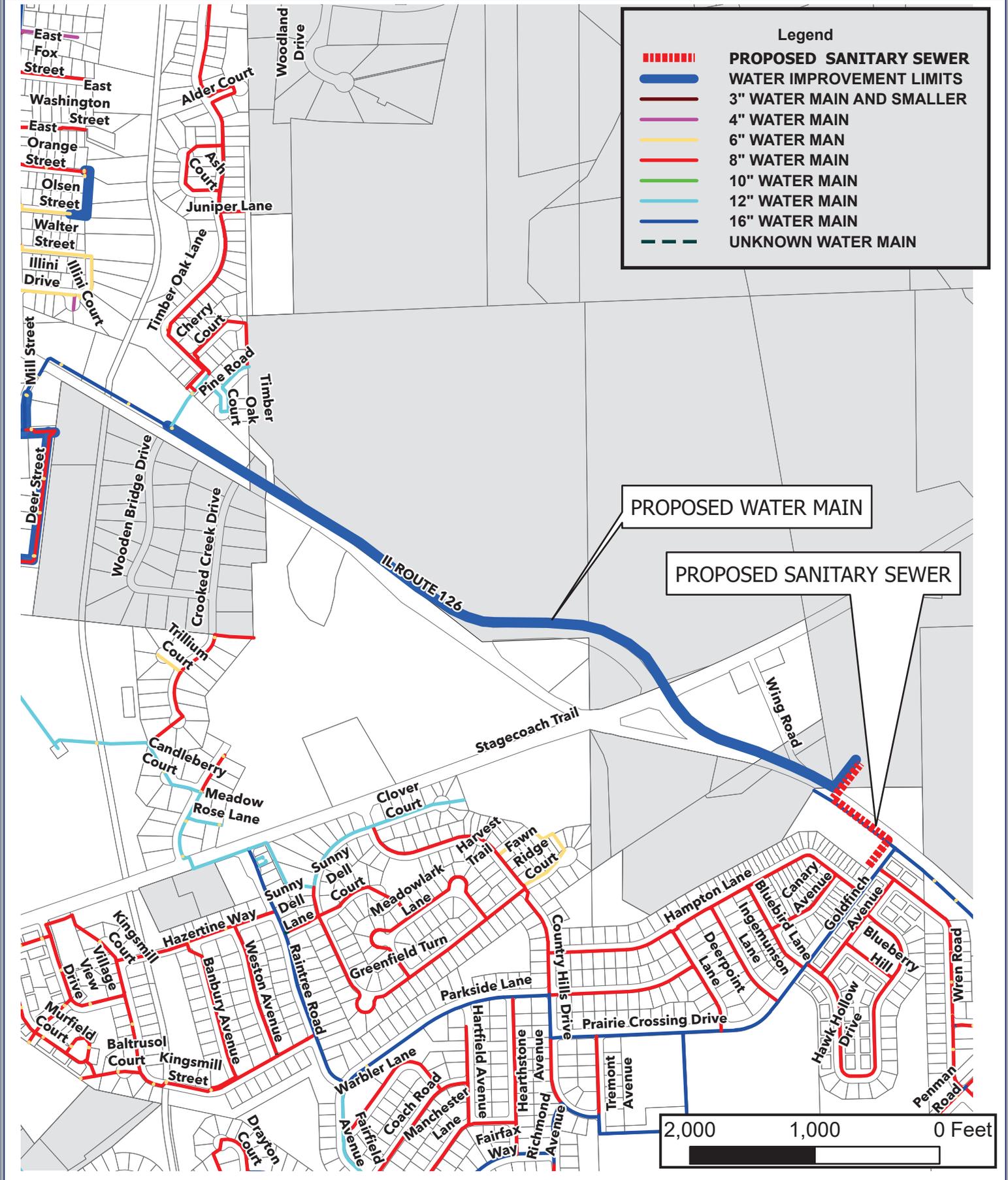
Printing & Shipping	\$	500
Vehicle	\$	5,525
Material Testing	\$	2,500
DIRECT EXPENSES	\$	8,525

LABOR SUMMARY

EEl Labor Expenses	\$	222,427
TOTAL LABOR EXPENSES	\$	222,427

TOTAL COSTS	\$	230,952
--------------------	-----------	----------------





Legend

- PROPOSED SANITARY SEWER
- WATER IMPROVEMENT LIMITS
- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- UNKNOWN WATER MAIN

PROPOSED WATER MAIN

PROPOSED SANITARY SEWER




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

DATE:	NOVEMBER 2025
PROJECT NO.:	YO2419
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2024\
FILE:	YO2419_Route 126 Water Main Improvements

**ATTACHMENT D
 ROUTE 126
 WATER MAIN IMPROVEMENTS
 LOCATION MAP**



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2419-P	
PROJECT TITLE		DATE	PREPARED BY
Route 126 Water Main Improvements		11/10/25	AMN

TASK NO.	TASK DESCRIPTION	2026											
		JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
DESIGN ENGINEERING													
3.1	Contract Administration												
3.2	Constructin Layout and Record Drawings												
3.3	Observation and Documentation - Water and Sanitary Main												





ENGINEERING ENTERPRISES, INC.

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

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

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

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

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

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

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

Covenant Against Contingent Fees:

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

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

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

USEPA Nondiscrimination Clause:

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

USEPA Fair Share Percentage Clause:

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



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.

Brad Sanderson

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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

ATTACHMENT H
SUPPLEMENTARY USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

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

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

NEW RESTRICTIONS ON LOBBYING

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



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

Agenda Item Number

New Business #3

Tracking Number

PW 2025-114

Agenda Item Summary Memo

Title: E. Van Emmon Street Resurfacing – Balance Authorization No. 1

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

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: 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: November 12, 2025
Subject: E. Van Emmon Street Resurfacing – Balancing Authorization No. 1

The purpose of this memo is to present Balancing Authorization No. 1 for the above referenced project.

An authorization, as defined by IDOT, is the written approval of a contract change and the written directive to the contractor to perform said work. By this definition, it alters the contract work from that awarded under the competitive bidding process. An Authorization of Contract Changes signed by the Regional Engineer signifies completed review of and support for the change proposed.

Background:

The State of Illinois and “D” Construction Inc. entered into an agreement for a contract value of \$382,160.27 for the above referenced project. Construction began in April and the project is 100% complete.

The construction costs are being funded by STU funds (federal) and local funds. The maximum federal participation for construction is \$369,120, inclusive of all change orders (authorizations) associated with this contract.

Question Presented:

Should the City approve Balancing Authorization No. 1 in the amount of \$9,874.19

Discussion:

Authorization No. 1 is a balancing authorization which deletes unused quantities from the Contract as well as adds additional quantity to the Contract for all pay items. This type of authorization also rounds quantities to final whole numbers per IDOT’s standard policy.

The net change for all authorizations to date is \$9,874.19 (including Authorization No. 1) which is a 2.58% increase to the original contract value bringing a revised contract value to date of \$392,034.46. The main reason for the cost overrun was additional sidewalk and curb that was replaced from IL Route 47 to Heustis Street. The City will be responsible for 20% of the construction total or \$78,406.89 (including Authorization No. 1). The City’s share of construction (\$78,406.89) is still less than what was originally budgeted in the joint agreement between the City and IDOT (\$92,280.00).

We have attached the IDOT form for Authorization No. 1 for your information.

We are recommending approval of the Authorization.

Action Required:

Consideration of approval from the City Council for Balancing Authorization No. 1.



Authorization No.: 001

Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> PoDI/ PoCI
<input type="checkbox"/> Change Order	
<input type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date:
 County: Kendall County
 Section: 24-00053-00-RS
 Route: FAU 2515
 District: 3
 Contract No.: 87869
 Job No.: C9302325
 Project No.: T4N9-336

Consultants's Name:

Contractor: D. Construction, Inc.
 Address: 1488 S Broadway
 CityStateZip: Coal City, IL 60416

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Fund Key: Y230U010930005

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
21101625		33	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	291.000	\$5.6700	D		\$1,649.97
21400100		33	GRADING AND SHAPING DITCHES	FOOT	149.000	\$15.0000	A	\$2,235.00	
25000210		33	SEEDING, CLASS 2A	ACRE	.100	\$4,950.0000	D		\$495.00
25000400		33	NITROGEN FERTILIZER NUTRIENT	LB	11.000	\$3.3000	D		\$36.30
25000500		33	PHOSPHORUS FERTILIZER NUTRIENT	LB	11.000	\$3.3000	D		\$36.30
25000600		33	POTASSIUM FERTILIZER NUTRIENT	LB	11.000	\$3.3000	D		\$36.30
25100630		33	EROSION CONTROL BLANKET	SQ YD	291.000	\$4.6800	D		\$1,361.88
40200800		33	AGGREGATE SURFACE COURSE, TYPE B	TON	2.000	\$50.0000	A	\$100.00	
40600290		33	BITUMINOUS MATERIALS (TACK COAT)	LB	2150.000	\$0.0100	D		\$21.50
40600370		33	LONGITUDINAL JOINT SEALANT	FOOT	451.000	\$4.7500	A	\$2,142.25	
40600400		33	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	10.000	\$0.0100	D		\$0.10
40600982		33	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	73.000	\$0.0100	D		\$0.73
40602978		33	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	27.000	\$73.0000	A	\$1,971.00	
40604160		33	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	16.000	\$82.0000	D		\$1,312.00
40800029		33	BITUMINOUS MATERIALS (TACK COAT)	LB	120.000	\$0.0100	D		\$1.20
40800050		33	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	4.000	\$120.0000	A	\$480.00	
42300200		33	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	18.000	\$90.0000	A	\$1,620.00	
42400300		33	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	865.000	\$8.0000	A	\$6,920.00	
42400800		33	DETECTABLE WARNINGS	SQ FT	16.000	\$40.0000	A	\$640.00	
44000161		33	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	1024.000	\$3.0000	D		\$3,072.00
44000200		33	DRIVEWAY PAVEMENT REMOVAL	SQ YD	137.000	\$12.0000	A	\$1,644.00	
44000500		33	COMBINATION CURB AND GUTTER REMOVAL	FOOT	143.000	\$10.0000	A	\$1,430.00	

44000600		33	SIDEWALK REMOVAL	SQ FT	787.000	\$3.0000	A	\$2,361.00	
50105220		33	PIPE CULVERT REMOVAL	FOOT	6.000	\$15.0000	A	\$90.00	
54213447		33	END SECTIONS 12"	EACH	6.000	\$1,000.0000	D		\$6,000.00
542D0217		33	PIPE CULVERTS, CLASS D, TYPE 1 12"	FOOT	65.000	\$70.0000	D		\$4,550.00
60255500		33	MANHOLES TO BE ADJUSTED	EACH	3.000	\$800.0000	D		\$2,400.00
60260100		33	INLETS TO BE ADJUSTED	EACH	1.000	\$800.0000	A	\$800.00	
60266600		33	VALVE BOXES TO BE ADJUSTED	EACH	1.000	\$550.0000	A	\$550.00	
60404800		33	FRAMES AND GRATES, TYPE 11	EACH	1.000	\$600.0000	D		\$600.00
60603800		33	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	143.000	\$40.0000	A	\$5,720.00	
70300100		33	SHORT TERM PAVEMENT MARKING	FOOT	600.000	\$0.0100	D		\$6.00
70300150		33	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	100.000	\$0.0100	D		\$1.00
70300221		33	TEMP PVT MK LINE 4 - PAINT	FOOT	108.000	\$0.0100	D		\$1.08
78000200		33	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	228.000	\$1.6500	D		\$376.20
78000650		33	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.000	\$11.0000	D		\$44.00
X0327301		33	RELOCATE EXISTING MAILBOX	EACH	5.000	\$300.0000	D		\$1,500.00
X4401198		33	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	861.000	\$2.5000	A	\$2,152.50	
X4404262		33	SHLDR REM SPL	SQ YD	32.000	\$10.0000	A	\$320.00	
X4421002		33	PART DEPTH PATCH SPL	SQ YD	35.000	\$50.0000	A	\$1,750.00	
X6026050		33	SANITARY MANHOLES TO BE ADJUSTED	EACH	2.000	\$1,250.0000	D		\$2,500.00
Z0004510		33	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	118.000	\$25.0000	A	\$2,950.00	

Amount of original contract: \$382,160.27	Totals:	\$35,875.75	\$26,001.56
Percent: 2.58%	Net Change:	\$9,874.19	

Project Location: IL 47 TO EAST CITY LIMITS

Reason: Balancing Authorization based on Final Field Measurements

Determination: G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

Date Regional Engineer

Date Engineer of Construction

Date Director of Highways PI/Chief Engineer

FHWA Participation: Yes No

THE STATE OF ILLINOIS
By the Department of Transportation

Gia Biagi, Secretary Date

Vicki Wilson, Chief Fiscal Officer Date

Michael S. Prater
, Chief Counsel Date

Supervisor Date

Resident Date

FHWA Representative Date



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

Agenda Item Number

New Business # 4

Tracking Number

PW 205-115

Agenda Item Summary Memo

Title: Eldamain Water Main Loop – North – Change Order No. 1 (Final Balancing)

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

Synopsis: Consideration of Change Order No. 1 Final Balancing

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
Erin Willrett, Assistant City Administrator
Rob Fredrickson, Finance Director
Jori Contrino, City Clerk

Date: November 18, 2025
Subject: Eldamain Water Main Loop – North - Change Order No. 1

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

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

Background:

The United City of Yorkville entered into an agreement with J&S Construction Sewer and Water, Inc. for the construction of the Eldamain Water Main Loop - North project for a current contract value of \$1,999,133.68.

The project is now complete, and this change order represents the adjustment of the Contract to final measured quantities.

Question Presented:

Should the City approve Change Order No. 1 - Final Balancing which would **decrease** the Contract Value by \$56,738.64?

Discussion:

Notable deductions in contract value came from a reduction in the following pay items:

- 6 - BUTTERFLY VALVE AND VALVE VAULT, 16-INCH - \$ (15,200.00)
- 11 - STEEL CASING PIPE, 30-INCH (.3" WALL THICKNESS) BORED AND JACKED - \$ (16,280.00)

Other savings were realized from final measurement for a handful of other pay items.

Action Required:

Consideration of approval of Change Order No. 1 - Final Balancing to **decrease** the contract value by \$56,738.64.

CHANGE ORDER

Order No. 1 – Final Balancing

Date: November 18, 2025

Agreement Date: 2/2/2025

NAME OF PROJECT: Eldamain Water Main Loop - North

OWNER: United City of Yorkville

CONTRACTOR: J&S Construction Sewer and Water Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1. Final balancing of Contract quantities \$ (56,738.64)

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$1,999,133.68

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$1,999,133.68

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

\$ 56,738.64

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,942,395.04

Justification:

This final balancing change order adjusts the Contract value to quantities final measured in the field.

Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: _____ J&S Construction Sewer and Water Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville



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 # 5

Tracking Number

PW 2025-116

Agenda Item Summary Memo

Title: Eldamain Water Main Loop – South – Change Order No. 2

Meeting and Date: Public Works Committee – November 18, 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:



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 24, 2025
Subject: Eldamain Water Main Loop – South – Change Order No. 2

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

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

Background:

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

Question Presented:

Should the City approve Change Order No. 2, which would **increase** the contract amount by \$84,580.00.

Discussion:

Following the completion of the Eldamain water main loop, several residents noticed cloudy water coming from their tap. Investigation of the water found the problem to be a significant amount of entrained air in the distribution system.

Subsequent flushing of the main yielded only temporary relief of the entrained air.

The profile of the water main loop was analyzed and four local high points were identified as primary locations for air release valves.

The installation of the air release valves should alleviate the problem over time, and keep it from coming back, as in similar applications for large transmission mains.

Action Required:

Consideration of approval of Change Order No. 2 in the amount of \$84,580.00.

CHANGE ORDER

Order No. 2

Date: November 25, 2025

Agreement Date: February 27, 2025

NAME OF PROJECT: Eldamain Water Main Loop - South

OWNER: United City of Yorkville

CONTRACTOR: Winninger Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1) Addition of four air release valves \$ 84,580.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 2,679,397.65

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ 2,757,141.65

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

\$ 84,580.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 2,841,721.65

Justification:

1) Due to resident concern for cloudy water appearance that occurred after the completion of the Eldamain Water Main Loop, the City sampled local water and found a significant degree of air entrainment. Subsequent flushing of the newly installed 16-inch water main only yielded temporary relief of the condition. The installation of the air release valves should alleviate the problem over time, and keep it from coming back, as in similar applications for large transmission mains.

Change to CONTRACT TIME:

The contract time is increased/decreased by 0 days.

Requested by: _____ Winninger Excavating, Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

WINNINGER
630-364-8785 EXCAVATING, INC
EARTHWORK - SEWER - WATER - DEMOLITION
8845 SCHOGER DRIVE NAPERVILLE, IL 60564

10/13/25

Todd Wells, PE, CPEI
Engineering Enterprises, Inc.
52 Wheeler Rd, Sugar Grove, IL
twells@eeiweb.com

Re: 2" Air Release Valve on Eldamain Water Main

Dear Todd,

I respectfully submit the following agreed unit price for the above mentioned project:

**Furnish and Install 2" GA Air Release Valve in 5' Doghouse Vault on ex 16" water main @ \$21,145.00/
EA
(excludes AIS and BABA requirements, excludes restoration, 4-6 week lead time on air release valve)**

If there are any questions concerning this unit price please call me at (630) 364-8785

Sincerely,

Jeff Young

Estimator/ PM
Winner Excavating, Inc.



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

Agenda Item Number

New Business #6

Tracking Number

PW 2025-117

Agenda Item Summary Memo

Title: Southern Sanitary Sewer Connection – Change Order No. 3 Final Balancing

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

Synopsis: Consideration of Change Order No. 3 Final Balancing

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
Erin Willrett, Assistant City Administrator
Rob Fredrickson, Finance Director
Jori Contrino, City Clerk

Date: November 18, 2025
Subject: Southern Sanitary Sewer Connection – Change Order No. 3

The purpose of this memo is to present Change Order No. 3 – Final Balancing for the above-referenced project.

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

Background:

The United City of Yorkville entered into an agreement with Fischer Excavating, Inc. for the construction of the Southern Sanitary Sewer Connection project for a contract value of \$826,384.00. Subsequent change orders have increased the Contract value, currently to \$1,000,066.00. Per Ordinance 2024-31, the project's funding is by C1 Yorkville, LLC.

The project is now complete, and this change order represents the adjustment of the Contract to final measured quantities.

Question Presented:

Should the City approve Change Order No. 3 - Final Balancing which would **decrease** the Contract Value by \$121,257.00?

Discussion:

The change order reflects the actual quantities constructed and measured in the field.

Action Required:

Consideration of approval of Change Order No. 3 - Final Balancing to **decrease** the current contract value by \$121,257.00.

The Final Contract Value will be \$52,425.00 above the awarded bid value.

CHANGE ORDER

Order No. 3 – Final Balancing

Date: November 18, 2025

Agreement Date: 2/2/2025

NAME OF PROJECT: Southern Sanitary Sewer Connection

OWNER: United City of Yorkville

CONTRACTOR: Fischer Excavating Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1. Final balancing of Contract quantities \$ (121,257.00)

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ 826,384.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$ 1,000,066.00

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

\$ 121,257.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 878,809.00

Justification:

This final balancing change order adjusts the Contract value to quantities final measured in the field.

Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: _____ Fischer Excavating, Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

PAYABLE TO: FISCHER EXCAVATING, INC
ADDRESS: 1567 N. HEINE RD, FREEPORT, IL 61032

**ENGINEERS PAYMENT ESTIMATE NO. 4 - FINAL
 SOUTHERN SANITARY SEWER CONNECTION
 UNITED CITY OF YORKVILLE**

PAY PERIOD
FROM: 7/30/2025 **TO:** 9/30/2025

ITEM NO.	ITEMS	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	COMPLETED QUANTITY THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE	
1	STABILIZED CONSTRUCTION ENTRANCE	EACH	2	\$ 1,486.00	1.0		\$ 743.00	0.0	\$ -	3.0	\$ 2,229.00	
2	TREE REMOVAL	LSUM	1	\$ 5,000.00			\$ 5,000.00	0.0	\$ -	1.0	\$ 5,000.00	
3	PERIMETER EROSION BARRIER	FOOT	4,050	\$ 12,150.00		1638.0	\$ 3.00	0.0	\$ -	2412.0	\$ 7,236.00	
4	FOUNDATION MATERIAL	CUYD	50	\$ 3,750.00		50.0	\$ 75.00	0.0	\$ -	0.0	\$ -	
5	SELECT GRANULAR BACKFILL	CUYD	380	\$ 25,080.00		310.0	\$ 66.00	0.0	\$ -	70.0	\$ 4,620.00	
6	DRAIN TILE REPLACEMENT	FOOT	100	\$ 10,000.00		100.0	\$ 100.00	0.0	\$ -	0.0	\$ -	
7	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FRAME AND CLOSED LID	EACH	7	\$ 85,687.00			\$ 12,241.00	0.0	\$ -	7.0	\$ 85,687.00	
8	ADDITIONAL DEPTH OF MANHOLE	FOOT	67	\$ 16,080.00	7.6		\$ 240.00	0.05	\$ 12.00	74.60	\$ 17,904.00	
9	SANITARY SEWER, PVC C900, DR-21, 12-INCH	FOOT	1,822	\$ 442,746.00		90.0	\$ 243.00	0.0	\$ -	1732.0	\$ 420,876.00	
10	SANITARY SEWER PVC C900, 12-INCH, CERTA-LOK	FOOT	110	\$ 14,740.00	80.0		\$ 134.00	0.0	\$ -	190.0	\$ 25,460.00	
11	BORE AND JACK 24" STEEL CASING PIPE (SANITARY SEWER NOT INCLUDED)	FOOT	110	\$ 89,320.00		110.0	\$ 812.00	0.0	\$ -	0.0	\$ -	
12	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$ 4,555.00			\$ 4,555.00	0.0	\$ -	1.0	\$ 4,555.00	
13	DEFLECTION TESTING SANITARY SEWER	FOOT	1,932	\$ 1,932.00		10.0	\$ 1.00	523.0	\$ 523.00	1922.0	\$ 1,922.00	
14	TELEVISIONING SANITARY SEWER	FOOT	1,932	\$ 5,796.00		10.0	\$ 3.00	1922.0	\$ 5,766.00	1922.0	\$ 5,766.00	
15	SANITARY MANHOLE VACUUM TESTING	EACH	7	\$ 2,422.00			\$ 346.00	0.0	\$ -	7.0	\$ 2,422.00	
16	PRESSURE TESTING SANITARY SEWER	FOOT	1,932	\$ 1,932.00		10.0	\$ 1.00	-10.0	\$ (10.00)	1922.0	\$ 1,922.00	
17	HMA PAVEMENT REMOVAL AND REPLACEMENT	SQYD	22	\$ 7,590.00			\$ 345.00	0.0	\$ -	22.0	\$ 7,590.00	
18	FLOW DIVERSION OF ROB ROY CREEK	LSUM	1	\$ 6,318.00		1.0	\$ 6,318.00	0.0	\$ -	0.0	\$ -	
19	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL, TYPE 2	TONS	100	\$ 7,800.00		100.0	\$ 78.00	0.0	\$ -	0.0	\$ -	
20	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 5,000.00			\$ 5,000.00	0.0	\$ -	1.0	\$ 5,000.00	
21	RESTORATION	LSUM	1	\$ 27,000.00			\$ 27,000.00	0.25	\$ 6,750.00	1.00	\$ 27,000.00	
22	ALLOWANCE - ITEMS ORDERED BY ENGINEER	DOLLAR	50,000	\$ 50,000.00			\$ 1.00	0.0	\$ -	0.0	\$ -	
				BID VALUE AWARDED: \$ 826,384.00					VALUE COMPLETED - THIS REQUEST: \$ 13,041.00	- TO DATE: \$ 625,189.00		

MISCELLANEOUS EXTRAS AND CREDITS		QUANTITY	UNIT PRICE	VALUES
1	DEWATERING	1	\$ 35,880.00	\$ 35,880.00
2	UPSIZE TO 30" CASING (CREEK CROSSING)	80	\$ 1,146.00	\$ 91,680.00
3	UPSIZE TO 30" CASING (RR CROSSING)	110	\$ 1,146.00	\$ 126,060.00
4				
5				

DEBITS		VALUES
1	PAY ESTIMATE 1	\$ 474,924.60
2	PAY ESTIMATE 2	\$ 156,246.30
3	PAY ESTIMATE 3	\$ 148,020.30
4		
5		

SUMMARY	
TOTAL MISCELLANEOUS ADDITIONS	\$ 253,620.00
TOTAL COMPLETED CONSTRUCTION COSTS	\$ 878,809.00
DEDUCT RETAINAGE	\$ 0
TOTAL AMOUNT DUE TO CONTRACTOR	\$ 878,809.00
TOTAL DEBITS	\$ 779,191.20
NET AMOUNT DUE - THIS PAYMENT	\$ 99,617.80

PREPARED BY: Alexander Brooke - Project Technician

APPROVED BY:

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



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

Agenda Item Number

New Business #7

Tracking Number

PW 2025-118

Agenda Item Summary Memo

Title: Risk and Resilience Assessment/Emergency Response – Prelim Engineering Agreement

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

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: November 13, 2025
Subject: PSA for Risk/Resilience and Emergency Response Plans

Summary

A proposed PSA from EEI to work with City staff to update our Risk and Resilience Assessment and our Emergency Response Plan as it relates to our water system.

Background

The city created the first Risk and Resilience Assessment (RRA), and Emergency Response Plan (ERP) for the water system in 2021. By law, we need to update these plans every 5 years to make sure we are keeping current with all changes to our system, changes in technology and in best practices. In order to complete this on time, we need to start the process now.

Performing the RRA shows us how our water system reacts to different threats such as natural disasters, power outages, equipment failure, accidental contamination, and even sabotage. Staff and EEI input our critical facilities and equipment along with different problems to come up with rankings of how resilient our system/equipment is during an event. For an example, if we used well 7 treatment plant and tower location and said that the power was out for a minimum of 24 hours, how would this effect the operations. From this, we found out that our risk was high, and our resilience was low because we do not have a permanent backup generator on site.

Once we see how our system reacts, we can best plan improvements and safeguards. In the case of the scenario above, we are now in the process of upgrading our well 7 electrical system to be compatible with a site generator. We have also worked with local vendors to make sure we are able to get a generator, sized for this site, in an emergency situation.

After the RRA is created, we can use the data to create our Emergency Response Plan (ERP) to put in place the response that everyone will follow if something happens. Using the example above of the power being out at Well 7 for more than 24 hours, our response would be to contact our vendor for delivery of the generator, contact our fuel vendor to fill the 2000-gallon tank, contact our high voltage electrician to make the connections to the electrical system, and start the generator to be able to supply water to our residents. We will do this with all our critical facilities and equipment to ensure that we are prepared for these unlikely events.

In order to create these updated RRA and ERP documents, EEI is proposing a fixed fee PSA in the amount of \$29,980. Currently, there is \$30,000 budgeted in the approved FY26 budget for these services. Although these documents are required, they will not be public documents. Instead, they will be tools that staff can use to ensure that our water system is

resilient as possible and our ERP is up to date so all staff know what to do in case of an emergency.

Recommendation

Staff recommends approval of PSA with EEI in the amount of \$29,980 to update our Risk and Resilience Assessment and our Emergency Response Plan for our water system.

**Agreement for Professional Services
Risk and Resilience Assessment (RRA) / Emergency Response Plan (ERP)
5-Year Review and Revisions**

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 B.

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:

Contractor 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, in the fixed fee amount of \$29,980. Note that this fee does not include the services of the cybersecurity vendor. 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:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	2025 Standard Schedule of Charges



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

Gary Holm, PE
Sr. Project Manager



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.



ATTACHMENT B
Risk and Resilience Assessment (RRA) / Emergency Response Plan (ERP)
5-Year Review and Revisions
United City of Yorkville
Scope of Work

Section 2013 of America's Water Infrastructure Act (AWIA), which amended Section 1433 of the Safe Drinking Water Act (SDWA), requires community (drinking) water systems (CWS) serving more than 3,300 people to prepare or revise Risk and Resilience Assessments (RRAs) and Emergency Response Plans (ERPs). CWSs must certify to the U.S. Environmental Protection Agency (EPA) that this work has been completed. In addition, CWSs must review, revise where applicable, and re-certify their RRA and ERP to EPA every five years from the original deadlines specified in the law and summarized below.

Five-year Review, Revision and Certification Requirements

(from: <https://www.epa.gov/waterresilience/awia-section-2013>)

Each community water system serving more than 3,300 persons must review its RRA at least once every five years to determine if it should be revised. Upon completion of such a review, the system must submit to the EPA a certification that it has reviewed its RRA and revised it, if applicable.

Further, each community water system serving more than 3,300 persons must review and, if necessary, revise its ERP at least once every five years and within six months following its review of its RRA. The ERP must incorporate any revisions that were made to the RRA. Upon completion of such a review the system must submit to the EPA a certification that it has reviewed its ERP and revised it, if applicable.

Engineering Enterprises, Inc. (EEI) assisted the United City of Yorkville in completing its Initial RRA and ERP. Yorkville certified the completion of their RRA in June 2021 and the completion of their ERP in December 2021. As required by AWIA, Yorkville must review, revise where applicable, and re-certify its RRA before June 30, 2026, and the ERP before December 31, 2026. At the request of the Public Works Department, EEI has prepared the following Scope of Services, Estimate of Level of Effort and Associated Costs (Attachment C), Estimated Schedule (Attachment D), and Standard Schedule of Charges (Attachment E) for completing the 2026 updates to the RRA and ERP.

SCOPE OF WORK

The proposed scope of work is divided into two phases. Phase 1 includes reviewing and revising the 2021 Risk and Resilience Assessment document. Phase 2 includes reviewing and revising the 2021 Emergency Resource Plan document.



Phase 1 – Review and Revise Risk and Resilience Assessment

In Phase 1, assets identified during the initial RRA will be reviewed and re-evaluated along with the baseline threats. Risk scoring associated with the high-priority Threat-Asset pairs will be assessed and/or reviewed along with the plan to manage risk and create a more resilient utility. It is important for all key utility managers and supervisors to be a part of the RRA Review Team as it provides the foundation for the ERP.

1) Project Administration (Phase I) –

This task includes overall project planning, coordination with the City, and project management. As part of this task, EEI will transmit a monthly status report to Yorkville’s team representatives along with the monthly invoice.

This task also includes a Phase 1 Kick-Off Meeting and EEI assisting Yorkville in identifying the RRA Review Team. The team will likely include the following:

- Yorkville Water Utility Champion (or Co-Champions)
- Yorkville Water Steering Committee
- Other Review Team Members, as appropriate
- EEI Project Manager and Project Team

2) Establish Scope of RRA Revisions/Updates

EEI will prepare an agenda, disseminate relevant information, lead the RRA Review Team, and assign homework for and document the outcomes of four (4) RRA Workshops.

a. **Workshop #1:** Threat-Asset Pair / Risk and Resilience Scoring / New Risk Assessments

i. Review Section 2 of Existing RRA

1. Assess Necessity to Revise

- Asset Characterization (will be completed as prior homework)
- Threat Characterization (will be completed as prior homework)
- Preliminary Qualitative Scoring of Threat-Asset Pairs
- Bottom-Cutting to Identify Final Threat Scenarios

2. Identify Revisions Necessary and Complete

ii. Review Section 3 of Existing RRA and Complete any New Assessments as Identified

1. Assess Necessity to Revise

- Consequence Analysis Tasks
- Vulnerability Analysis
- Threat Likelihood Analysis



- Risk and Resilience Analysis
 - Bottom-Cutting
 - 2. Identify Revisions Necessary and Complete
- b. **Workshop #2:** Risk and Resilience Management / Appendices and Tables
- i. Review Section 4 of Existing RRA
 - 1. Assess Necessity to Revise
 - Risk and Resilience Management
 - Mitigation Options/Prioritization
 - 2. Identify Revisions Necessary and Complete
 - 3. Discuss New Scenarios and Mitigation Options as Necessary
 - ii. Review of Appendices and Tables
 - 1. Identify Revisions Necessary and Complete
- c. **Workshop #3:** Cybersecurity Assessment – EEI Will Work Collaboratively with Yorkville’s Selected Cybersecurity/SCADA Integration vendor
- i. Information Gathering / Review of Existing Documents
 - 1. Identify Critical Assets to be Included in Cybersecurity Assessment
 - 2. Review Existing Utility / City Cybersecurity Policies and Procedures
 - 3. Review Cybersecurity Improvements Implemented Since 2021 RRA
 - 4. Complete Updated Water Cybersecurity Assessment Tool (WCAT)
- d. Revise/Update RRA
- i. EEI will develop a plan to revise the 2021 RRA document based on outcomes from Workshops #1, #2 and #3. Lists, tables, exhibits, and narrative included in the 2021 RRA will all be considered for revision. The plan will be shared with the Program Champion and Steering Committee for comments. Once approved, EEI will revise the 2021 RRA according to the plan and submit draft copies of the revised RRA to Yorkville for review. The update and revision process will be reviewed and finalized during Workshop #4.
 - ii. **Workshop #4:** Finalize RRA and 2026 Cybersecurity Assessment
 - 1. Updates to the RRA document resulting from the workshops will be reviewed and finalized.
 - 2. Updates to cybersecurity policies, procedures will be reviewed and finalized.



3. Recommendations for cybersecurity system improvements will be finalized.

Phase 2 – Review and Revise Emergency Response Plan

During Phase 2, the ERP Review Team will review Utility Information, Resilience Strategies, Emergency Plan and Procedures, Mitigation Actions, and Detection Strategies. The results of the updated/revise RRA document will be incorporated into the ERP.

3) Project Administration (Phase 2) –

This task includes overall project planning, coordination with the City, and project management. As part of this task, EEI will transmit a monthly status report to Yorkville’s team representatives along with the monthly invoice.

This task also includes a Phase 2 Kick-Off Meeting and EEI assisting Yorkville in identifying the ERP Review Team. The team will likely include the following:

- Yorkville Water Utility Champion (or Co-Champions)
- Yorkville Water Steering Committee
- Other Review Team Members, as appropriate
- Outside Stakeholders (Fire, Police, Public Works, OEM, etc.)
- EEI Project Manager and Project Team

4) Review of Existing ERP

EEI will prepare an agenda, disseminate relevant information, lead the ERP Review Team, and document the outcomes of three (3) ERP Review Workshops.

a. **Workshop #5:** Review of 2021 ERP Introduction and Sections 1-4

- i. Review ERP Introduction and Sections 1-4 for Completeness and Accuracy
 1. Utility System Information
 2. Utility Contact Information
 3. Resilience Strategies
 4. Emergency Plans and Procedures
 5. Mitigation Actions
 6. Detection Strategies
- ii. Identify Revisions Necessary
- iii. Identify Items Needed for any New Threat Scenario(s) That Were Identified in the Revised RRA



- b. **Workshop #6:** Review of 2021 ERP Appendices
 - i. Review ERP Appendices for Completeness and Accuracy
 - 1. Utility System Details
 - 2. Plans and Policies
 - 3. Forms and Guidelines
 - 4. Documents and Checklists
 - ii. Identify Revisions Necessary
 - iii. Identify Items Needed for any New Threat Scenario(s) That Were Identified in the Revised RRA

- c. Revise/Update ERP
 - i. EEI will develop a plan to revise the 2021 ERP document based on outcomes from Workshops #5 and #6. Lists, tables, exhibits, and narrative included in the 2021 ERP will all be considered for revision. The plan will be shared with Yorkville's Program Champion and Steering Committee for comments. Once approved, EEI will revise the 2021 ERP according to the plan and submit draft copies to Yorkville's Team for review and comment. The update and revision process will be reviewed and finalized during Workshop #7.

 - ii. **Workshop #7** – Finalize 2026 ERP
 - 1. Updates and Revisions to the ERP Document will be Reviewed and Finalized.



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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2530	
PROJECT TITLE		DATE	PREPARED BY
RRA / ERP 5-Year Review and Revisions			GPH

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SR. PM	PE	ADMIN	HOURS	COST	
		PERSON	MLP	GPH	CRE	DRA			
		RATE	\$251	\$243	\$175	\$72			
PHASE 1: Review and Revise Risk and Resilience Assessment									
1	Project Administration (Phase I)		1	4		1	1	7	\$ 1,470
2a	Threat-Asset Pair / Risk and Resilience Scoring / New Risk Assessments - Workshop #1		1	8		12		21	\$ 4,295
2b	Risk and Resilience Management / Appendices and Tables - Workshop #2			8		12		20	\$ 4,044
2c	Cybersecurity Assessment with Yorkville's Cybersecurity Vendor - Workshop #3			2		6		8	\$ 1,536
2d	Revise/Update RRA - Workshop #4			8		18		26	\$ 5,094
Subtotal Phase 1			2	30	-	49	1	82	\$ 16,439
PHASE 2: Review and Revise Emergency Response Plan									
4	Phase 2 Project Administration / Kick-off Meeting		1	2		1	1	5	\$ 984
5a	Review 2021 ERP Sections 1-4 - Workshop #4			8		8		16	\$ 3,344
5b	Review 2021 ERP Appendices - Workshop #5			8		12		20	\$ 4,044
6a	Implementation of Update Plan			8		18		26	\$ 5,094
6b	Finalize ERP Updates and Revisions - Workshop #6		1	26	-	39	1	67	\$ 13,466
PROJECT TOTAL:			3	56	-	88	2	149	29,905

E EI STAFF

MLP Michele L. Piotrowski
 GPH Gary P. Holm
 CRE Cornelio R. Estrella
 DRA Deborah R. Anderson

DIRECT EXPENSES

Printing/Scanning = \$	25
Mileage = \$	50
DIRECT EXPENSES = \$	75

LABOR SUMMARY

TOTAL LABOR EXPENSES \$	29,905
--------------------------------	---------------

TOTAL COSTS \$	29,980
-----------------------	---------------



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2530-P	
PROJECT TITLE		DATE	PREPARED BY
RRA / ERP 5-Year Review and Revisions		11/11/25	MLP

TASK NO.	TASK DESCRIPTION	2026											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PHASE 1: Review and Revise Risk and Resilience Assessment													
1	Project Administration (Phase I)												
2a	Threat-Asset Pair / Risk and Resilience Scoring / New Risk												
2b	Risk and Resilience Management / Appendices and Tables - Workshop #2												
2c	Cybersecurity Assessment with Yorkville's Cybersecurity Vendor - Workshop #3												
2d	Revise/Update RRA - Workshop #4												

PHASE 2: Review and Revise Emergency Response Plan													
11	Phase 2 Project Administration / Kick-off Meeting												
4	Review 2021 ERP Sections 1-4 - Workshop #4												
5a	Review 2021 ERP Appendices - Workshop #5												
5b	Implementation of Update Plan												
6a	Finalize ERP Updates and Revisions - Workshop												





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
GIS Technician II	G-2	\$130.00
GIS Technician I	G-1	\$119.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

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

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

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY