VILLAGE OF SUGAR GROVE BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS

BRAD MERKEL, DEPUTY DIRECTOR OF PUBLIC WORKS

SUBJECT: RESOLUTION: AUTHORIZING AN AGREEEMENT WITH EEI FOR THE

2022 ROAD PROGRAM

AGENDA: DECEMBER 7, 2021 BOARD MEETING

DATE: NOVEMBER 29, 2021

ISSUE

Should the Village Board approve a resolution with Engineering Enterprises, Inc. for engineering services related to the 2022 Road Program.

DISCUSSION

The CMAP 5 Year Pavement Management Study was presented at the November 16, 2021 Board Meeting. Based on the results of the study and staff's review of the roads throughout the Village staff recommends proceeding with the 1st year of the 5-year road program presented by CMAP. Please see following attachment for the 5-year Road Program and Future STP Project costs including budget info.

The 2022 Road Program includes the resurfacing Denny Road, Cobbler Lane/Court and resurfacing Rolling Oaks Subdivision and micro surfacing & concrete improvements in Meadow Ridge Villas, miscellaneous patching and crack sealing. The total estimated cost of the 2022 Road Program including Engineering is \$700,000.

COST

The total engineering for this Program is estimated at \$92,613. The Program will be included in the FYE 23 budget.

RECOMMENDATION

The Village Board approves Resolution #20211207PW1 authorizing an Agreement with Engineering Enterprises, Inc. for the Professional Engineering Services for the 2022 Road Program in the amount not to exceed is \$92,613.

Year 1 - Road Progr	ram 2022 - Fiscal Year 2022-2023		
<u>Project Area</u>	Type of Work		<u>Cost</u>
Denny Road	Resurfacing - Major M&R	\$	112,000
Cobbler Lane/Court	Resurfacing - Major M&R	\$	116,000
Rolling Oaks Subdivision	Resurfacing - Major M&R	\$	280,000
Meadowridge Villas	Microsurfacing	\$	135,000
Miscellaneous	Cracksealing/Patching	\$	57,000
		\$	700,000
Revenue Source			
MFT Funds - Annual Allotment		\$	401,364
Road Mainte	Road Maintenance Fees		272,232
Non-Home Rule Sales Tax ((Excess of Bond and Salt)	\$	169,332
			842,928

Excess /	(Deficit	Road Funds	Ś	142.928
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Year 3 - Road Progr	am 2024 - Fiscal Year 2024-2025		
Project Area	<u>Project Area</u> <u>Type of Work</u>		<u>Cost</u>
Municipal Dr. & Galena Blvd.	Microsurfacing	\$	260,000
Miscellaneous	Cracksealing/Patching	\$	50,000
		\$	310,000
Revenue	Source		
MFT Funds - Annual Alle	otment (1% Increase)	\$	409,431
Road Mainte	Road Maintenance Fees		272,232
Non-Home Rule Sales Tax (Non-Home Rule Sales Tax (Excess of Bond and Salt)		187,054
Excess Road Funds	s - Previous Year	\$	155,905
			1,024,622

Excess	(Def	icit)	Road	Funds	١.	\$ 7	714,	622
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Year 5 - Road Progr	ram 2026 - Fiscal Year 2026-2027	
Project Area	Type of Work	<u>Cost</u>
Hannaford Farms Subdivision	Microsurfacing	\$ 335,000
Prairie Glen Subdivision	Microsurfacing	\$ 250,000
Miscellaneous	Cracksealing/Patching	\$ 25,000
		\$ 610,000
D	C	

Revenue Source	
MFT Funds - Annual Allotment (1% Increase)	\$ 417,661
Road Maintenance Fees	\$ 272,232
Non-Home Rule Sales Tax (Excess of Salt)	\$ 711,544
Excess Road Funds - Previous Year	\$ (350,427)
	\$ 1,051,010

Excess / (Deficit) Road Funds	\$ 441,010

Year 2 - Road Pi	rogram 2023 - Fiscal Year 2023-2024		
<u>Project Area</u>	<u>Project Area</u> <u>Type of Work</u>		<u>Cost</u>
Windsor Pointe Subdivision	Resurfacing	\$	1,385,000
Miscellaneous	Cracksealing/Patching	\$	50,000
		\$	1,435,000
Revenue Source			
MFT Funds - Annual	MFT Funds - Annual Allotment (1% Increase)		405,378
MFT Funds - 1-Time Rebuild Illinois Capital Bill		\$	592,954
Road Mai	Road Maintenance Fees		272,232
Non-Home Rule Sales T	Non-Home Rule Sales Tax (Excess of Bond and Salt)		177,413
Excess Road Fu	ınds - Previous Year	\$	142,928
		\$	1,590,905

Excess / (Deficit) Road Funds	\$	155,905
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Year 4 - Road P	rogram 2025 - Fiscal Year 2025-2026		
Project Area	Type of Work		<u>Cost</u>
Windstone Subdivision	Resurfacing	\$	1,315,000
Main Street - STP	Resurfacing	\$	638,460
Wheeler Road - STP	Resurfacing	\$	457,930
Norris Road - STP	Resurfacing	\$	865,490
E. Prairie Street - STP	Resurfacing	\$	925,720
Miscellaneous	Cracksealing/Patching	\$	35,000
		\$	4,237,600
Rever	nue Source		
MFT Funds - Annua	l Allotment (1% Increase)	\$	413,526
Road Mai	intenance Fees	\$	272,232
STP Grant Funds - Kane Kendall Council of Mayors		\$	2,310,080
Non-Home Rule Sales 1	Tax (Excess of Bond and Salt)	\$	176,713
Excess Road Fu	unds - Previous Year	\$	714,622
		\$	3,887,173
		\$	3,887,173

Engineering Services included in all of the Construction Costs



RESOLUTION NO. 20211207PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR THE 2022 ROAD PROGRAM

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Engineering Enterprises, Inc. to provide professional preliminary, design and construction engineering services for the 2022 Road Program, and to execute the attached agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between Engineering Enterprises, Inc. and the Village of Sugar Grove for professional preliminary, design and construction engineering services for the 2022 Road Program. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President Illinois, at a regular meeting the			~	•
		Jennifer Konen, P of Trustees of the Kane County, Illin	Village of Suga	
	ATTEST:			
		Alison Murphy, C Village of Sugar C		
	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie Trustee Sean Herron Trustee Heidi Landi				
Trustee Heidi Lendi Trustee Michael Schomas				
Trustee Ryan Walter				
Trustee James F. White President Jennifer Konen				

Agreement for Professional Services Village of Sugar Grove, Kane County, IL Design & Construction Engineering for the 2022 Road Program

THIS AGREEMENT, by and between the Village of Sugar Grove, hereinafter referred to as the "Village" 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 Village as indicated on the included Attachment B. Design Engineering for all roadways indicated on Attachment D will be provided; additionally, Construction Engineering will be provided for all roadways on Attachment D. All Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Engineer:

Engineer shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Lump Sum in the amount of \$31,548 and Construction Engineering will be paid for hourly at the actual rates for services to be performed, currently estimated at \$55,450. The hourly rates for this project are shown in Attachment F. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

For outside services provided by other firms or subconsultants, the Village shall pay the Engineer the invoiced fee to the Engineer, plus 10%. Such outside services include but are not limited to services to be provided by Rubino Engineering, Inc. Direct Expenses are estimated to be \$5,615.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts
involving personal services by non-resident aliens and foreign entities in accordance with
requirements imposed by the Internal Revenue Services for withholding and reporting
federal income taxes.) The Contractor certifies that he/she is a: <u>x</u> 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
Agent Sole Proprietorship Government Entity Partnership Tax

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

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

Attachment A: Standards Terms & 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: 2021 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:

addressed to the parties as follows.	
For the Village:	For the Contractor:
Village President and Village Clerk Village of Sugar Grove 10 Municipal Drive Sugar Grove, IL 60554	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554
Either of the parties may designate in writ persons in connection with required notices	ting from time to time substitute addresses or
Agreed to thisday of, 2021.	
Village of Sugar Grove	Engineering Enterprises, Inc.:
	Michele L. Piotroushi
Jennifer Konen Village President	Michele L. Piotrowski, P.E., LEED AP Senior Project Manager/Principal
Alison Murphy Village Clerk	Christopher J. Ott, P.E. Project Manager

2022 Road Program Village of Sugar Grove

Attachment A – Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war

(whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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.

2022 Road Program Village of Sugar Grove

Attachment B – Scope of Services

The Village of Sugar Grove requires Design Engineering & Construction Engineering services for the Village's 2022 Road Program. A map of the roadways to be included in the program can be found in Attachment D of this proposal.

The Village utilizes a combination of local funds and MFT funds to fund their annual road program. The use of MFT funds does not allow the Village to perform 2-pass microsurfacing therefore the road program will be bid out as two separate bid packages. The first bid package would include the use of both Local and MFT funds and would need to be approved by IDOT. That bid package would include the following work:

- Cobbler Court & Lane Resurfacing
- Denny Road Resurfacing
- Rolling Oaks Subdivision Resurfacing
- Meadowridge Villas ADA Improvements
- Village Wide Crack Sealing
- Village Wide Patching

The second bid package would utilize only local funds and would not need IDOT approval. That bid package would include the following work:

Meadowridge Villas Microsurfacing

In order to successfully complete this project, various items will need to be addressed during the preliminary planning, and the design engineering for this project. Our proposed scope of services will include the following:

- Initial Correspondence
 - Confirm scope of work with Village
 - Submit preliminary documents for Village review and approval
 - Prepare and submit preliminary documents to IDOT for use of MFT funds
- Preliminary/Design Engineering
 - Analyze/Finalize roadway rehabilitation methods
 - Field review of existing conditions
 - Provide design engineering, including quantity and pay item development
 - Prepare preliminary and final cost estimates
 - Develop bid package and exhibits
 - Submit to IDOT & Village for review
 - Revisions and approval with IDOT
 - Take pH samples and prepare LPC-662 form
- Bidding/Letting
 - Facilitate the advertisement and bidding of the project
 - Coordinate with potential bidders during the advertisement period
 - Distribute addendums as needed
 - Attend bid opening
 - Prepare tabulation of bids
 - Review qualification of low bidder
 - Recommendation of Award

- Contracting & Pre-Construction Activities
 - Develop contract booklets
 - Obtain insurance and contract bonds
 - o Develop Pre-Construction meeting outlines
 - o Attend Pre-Construction meeting and prepare meeting minutes
- Construction Observation & Administration
 - Provide periodic on-site observation to ensure contractor compliance with specifications
 - o Provide material testing (To be performed by Rubino Engineering, Inc.)
 - Documentation of installed quantities
 - Collect material inspection documents as required
 - Prepare/Verify pay estimates
- Project Closeout
 - Prepare punch list
 - o Prepare and submit final documents to IDOT for use of MFT funds
 - o Recommend release of final payment upon project acceptance

Exclusions:

- No allowance has been made for preparation of an LPC-663 form
- No allowance has been made for topographic survey

Throughout the course of the project, EEI will attend all required meetings with Village Staff, permitting agencies, area business owners, residents or any other entity as requested or if specific concerns need to be addressed.

All documents prepared by Engineering Enterprises, Inc. shall be done so by, or under the supervision, of a Professional Engineer, licensed within the State of Illinois. Bid Packages shall be signed and sealed by the design or supervising engineer. All of the latest design standards shall be utilized, including the most recent versions of the Standard Specifications for Road and Bridge Construction in Illinois, the Manual on Uniform Traffic Control Devices and the Standard Specifications for Water and Sewer Main Construction in Illinois.

Further, EEI will meet with utility and other agencies, as necessary, to coordinate utility services required for the project and to establish the division of work, if any, between the utility or the agency and construction contractor. In addition, EEI will prepare detailed minutes of all meetings and submit them for approval within seven calendar days after the meeting. Meeting minutes may denote scope of work changes but will not be considered formal notification of changes.

The following program guidelines for the 2022 Road Program will be employed to ensure the best possible end result for the Village, targeting a letting in March of 2022:

- Employ Quality Control/Quality Assurance procedures and implement and monitor the procedures for the duration of the project.
- Apply value-engineering techniques to ensure efficient and cost-effective design procedures.
- Communicate with all parties relative to the status of the project through meetings, correspondence and telephone conversations.
- Provide the required coordination between the Village and other regulatory agencies.
- Provide early identification of issues or potential problem areas related to technical scheduling or budgetary goals.



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



Outstanding Service ~ Every Client ~ Every Day

2022 ROAD PROGRAM Village of Sugar Grove, Kane County, IL

		ENTITY:		ENGIN	EERING			SURVEYING	DRAFTING			WORK			
WORK ITEM		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER II	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN	GIS TECHNICIAN	ADMIN.	ITEM HOUR SUMM.	COST PER ITEM
NO.	WORK ITEM	HOURLY RATE:	\$212	\$206	\$185	\$174	\$203	\$183	\$158	\$158	\$145	\$109	\$70		
DESIGN	ENGINEERING														
2.1	Project Management and Coordination		2	2	12									16 \$	3,05€
2.2	Meetings with Village Staff		2		4	4								10 \$	1,860
2.3	Analyze/Finalize Roadway Rehabilitation	n Methods			2	6								8 \$	1,414
2.4	Field Review of Existing Conditions				4	36								40 \$	7,004
2.5	Bid Package and Estimate of Cost			2	8	40				2	4		2	58 \$	9,888
2.6	Revisions based on IDOT Comments				2	6				2	2			12 \$	2,020
2.7	pH Testing and LPC 662 Form				2	8								10 \$	1,762
2.8	Bidding, Letting & Contracting		2	2	8	12							2	26 \$	4,544
	Design En	gineering Subtotal:	6	6	42	112	-	-	-	4	6	-	4	180 \$	31,548
CONSTR	UCTION ENGINEERING														
3.1	Contract Administration		2		12								2	16 \$	2,784
3.2	Pre-Construction Meeting		2		2	4								8 \$	1,490
3.3	Construction Layout					12								12 \$	2,088
3.4	Construction Observation and Document	tation				240								240 \$	41,760
3.5	Pay Estimates				4	10							2	16 \$	2,620
3.6	Punchlist Coordination and Work				2	10								12 \$	2,110
3.7	Project Closeout				2	12							2	16 \$	2,598
	Construction En	gineering Subtotal:	4	-	22	288	-	-	•	-	-	-	6	320 \$	55,450
		PROJECT TOTAL:	10	6	64	400	-	-	-	4	6	-	10	500	86,998

DIRECT EXPENSES	5
Printing =	\$ 100
pH Testing =	\$ 400
Material Testing =	\$ 5,115
DIRECT EXPENSES =	\$ 5,615

LABOR SUMMARY	
Engineering Expenses =	\$ 84,796
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 1,502
Administrative Expenses =	\$ 700
TOTAL LABOR EXPENSES =	\$ 86,998

TOTAL EXPENSES = \$ 92,613
32120-V 2022 Road Program/PSA/(Attachment C - Fee Estimate 902120.4a) Fee Summary

G:Public/SUGARGRO/2021/SG2120-V 2022 Road Program/PSAI(Attachment C - Fee Estimate SG2120.xls)Fee Summi

ATTACHMENT D





ATTACHMENT E: ANTICIPATED PROJECT SCHEDULE

SUGAR GROVE

Outstanding Service ~ Every Client ~ Every Day

2022 ROAD PROGRAM VILLAGE OF SUGAR GROVE, ILLINOIS

		Year:		202	20		2021																												
ITEM		Month:		Decen	nber			Janu	ıary		F	Febi	uary			Mar	ch		Α	pril			M	ay			Ju	ne			July			Aug	ust
NO.	WORK ITEM	Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3 4	4 1	2	3	4	1	2	3	4	1	2	3	4	1 2	3	4	1	2	3 4
1	Design Engineering																																		
2	Bidding																																		
3	Contracting																																		
4	Construction																																		

Legend							
Project Management & QC/QA Meeting(s) Bidding and Contracting	Preliminary Design Work Item Construction						

G:\Public\SUGARGRO\2021\SG2120-V 2022 Road Program\PSA\[Attachment E - Schedule SG2120.xls]Schedule



Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00
VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EX Vehicle for Construction Observation In-House Scanning and Reproduction	PERT TESTIMONY \$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	\$ 15.00
Reimbursable Expenses (Direct Costs) Services by Others (Direct Costs) Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone Expert Testimony	Cost + 10%	\$ 200.00 \$ 250.00