
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT EICHELBERGER, VILLAGE ADMINISTRATOR
ALISON MURPHY, ASSISTANT TO THE VILLAGE
ADMINISTRATOR/VILLAGE CLERK
SUBJECT: RESOLUTION: APPROVING A PROFESSIONAL SERVICES
AGREEMENT FOR INDUSTRIAL TRAFFIC GENERATION EVALUATION
AGENDA: APRIL 5, 2022 REGULAR BOARD MEETING
DATE: MARCH 31, 2022

ISSUE

Should the Village Board approve a resolution approving a Professional Services Agreement (PSA) for an Industrial Traffic Generation Evaluation with Kimley-Horn.

DISCUSSION

At the March 15, 2022 Village Board meeting, Ridgeline Properties Group presented their plan for a warehouse development at northeast corner of US 30 and Municipal Drive (Sugar Grove Commerce Center). One of the issues to come out of the discussion was the amount of traffic such a warehouse development would generate. In an effort to determine the impacts of not only this development, but other typical developments, staff sought a proposal from Kimley-Horn and Associates, Inc. (K-H), for services to prepare a trip generation analysis. K-H has done numerous projects for the Village including the analysis that led to the Roundabout at Dugan, Granart, and Bucktail.

The Scope of Services for the PSA (attached) includes not only trip generation estimates for the Sugar Grove Commerce Center, but also estimates for up to ten (10) typical industrial developments or typologies. This additional analysis will provide the Village with important data as it evaluates future development requests and will also be used during the current Comprehensive Plan update.

Emma Albers from K-H will be at the meeting to discuss the proposal and answer any questions.

COST

The estimated costs of services is \$8,800.00. Actual costs may increase if the scope increases due to Village feedback throughout the process. Additional costs will be on a time and material basis. All costs can be paid out of TIF 2.

RECOMMENDATION

That the Village Board resolution approving a Professional Services Agreement (PSA) for an Industrial Traffic Generation Evaluation with Kimley-Horn in a base amount of \$8,800.00 with additional services on a time and material basis.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

RESOLUTION NO. 20220405F

**A RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT FOR INDUSTRIAL TRAFFIC GENERATION EVALUATION
(KIMLEY-HORN)**

WHEREAS, the Village of Sugar Grove Board of Trustees finds that it is in the best interest of the Village to engage the services of Kimley-Horn and Associates, Inc., to provide professional traffic generation evaluation services to the Village of Sugar Grove, and to execute the attached agreement;

NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Trustees for 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 Kimley-Horn and Associates, Inc., and the Village of Sugar Grove for professional traffic generation evaluation services to the Village of Sugar Grove. 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 AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 5th day of April, 2022.

Jennifer Konen
President of the Board of Trustees
of the Village of Sugar Grove, Kane County, Illinois

ATTEST: _____
Alison Murphy
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____



March 31, 2022

Mr. Brent Eichelberger, Village Administrator
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554

Re: Agreement for Transportation Engineering Services
Industrial Trip Generation Data Evaluation
Sugar Grove, IL

Dear Brent:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Professional Services Agreement (the "Agreement") to the Village of Sugar Grove ("Client") for transportation engineering services related to the proposed Sugar Grove Commerce Center development and general industrial uses.

Based on our experience, we understand the need to prepare trip generation estimates for the proposed Sugar Grove Commerce Center and provide a review of trip generation information for a variety of industrial uses. Based on previous conversations and our experience with similar studies, Kimley-Horn presents the following Scope of Services.

Scope of Services

Task A – Sugar Grove Commerce Center Trip Generation

Task A.1 – Trip Generation Calculations

Based on data in the Institute of Transportation Engineer's (ITE's) Trip Generation, Eleventh Edition, Kimley-Horn will calculate projected site-generated traffic volumes for the proposed Sugar Grove Commerce Center development planned by Ridgeline Property Group. In order to accomplish this task, the Client must provide an up-to-date site plan depicting the proposed building sizes, and access configuration for the proposed development. Kimley-Horn will review the site plan and develop assumptions regarding appropriate ITE land use codes based on our experience with other industrial developments.

Site plan modifications made after this task begins will require an amendment to the Agreement.

Task A.2 – Average Daily Traffic (ADT) Review

Kimley-Horn will review readily available ADT data for the adjacent roadway network (including IL Route 30, IL Route 47, and Galena Boulevard) and will estimate the daily traffic increase resulting from site-generated trips. If additional ADT data is needed, traffic count data collection will be performed subject to an Amendment to this agreement.

Task A.3 – Documentation

Kimley-Horn will prepare a memorandum summarizing the site development plan, projected site-generated traffic volume, and estimated daily traffic impact to the adjacent roadway network. A draft copy of the memorandum will be provided to the Client for review prior to finalizing the document.

Task B – Industrial Trip Generation Review**Task B.1 – Industrial Trip Generation Estimates and Typology**

Based on data from ITE's Trip Generation, Eleventh Edition, Kimley-Horn will develop trip generation estimates for up to 10 typical industrial developments or typologies. For purposes of the trip generation estimate, an average building size will be used. For each industrial typology, Kimley-Horn will provide a description and summary of characteristics which may influence trip generation (e.g., employee headcount, shift hours, etc.).

Task B.2 – Documentation

Kimley-Horn will prepare a memorandum summarizing the information from Task B.1, including tables and exhibits as necessary. A draft copy of the memorandum will be provided to the Client for review prior to finalizing the document.

Task C – Village Board Meeting

Kimley-Horn will participate in one (1) Village Board meeting to present the findings of Task A and/or B. If attendance at additional meetings is needed, Kimley-Horn's attendance would be at the Client's request, documented, and billed as additional services at our then-current hourly rates.

Meetings and Coordination

Kimley-Horn will be available to attend any meetings with project team, development team, Village staff, and/or elected officials. In addition, Kimley-Horn will be available to attend public hearings and meetings. Due to the unknown quantity and duration of these meetings, Kimley-Horn's attendance at meetings beyond the one (1) meeting included in Task C would be at the Client's direct request, documented, and billed as additional services on a time-and-materials basis at our then-current hourly rates.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client will provide all appropriate information requested by Kimley-Horn during the project, including but not limited to an up-to-date site plan indicating the proposed density and access location(s).

Schedule

Kimley-Horn will provide draft memos to the Client for review two to three (2-3) weeks following receipt of Notice to Proceed and the Sugar Grove Commerce Center site development plan. Any delays (due to inclement weather or the actions of others beyond Kimley-Horn's control) will be communicated to the Client immediately should they impact the proposed schedule.

Fee and Expenses

Kimley-Horn will perform the Scope of Services identified above (Tasks A-B) for a lump sum fee of Eight Thousand Eight Hundred Dollars (\$8,800). The lump sum fee includes all labor and direct expenses related to the work items described herein. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

For hourly services, direct reimbursable expenses such as express delivery services, postage, supplies, fees, and other direct expenses will be billed at 1.15 times cost. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 30 days of your receipt of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Village of Sugar Grove.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail, if requested. Please provide the following information for our use in submitting invoices for Kimley-Horn's work on this project:

____ Please email all invoices to: _____


____ Please copy: _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the space provided below and return a copy to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please don't hesitate to contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Emma Albers, P.E., PTOE
Traffic Engineer



Rory Fancier-Splitt, AICP, PTP
Associate

ACCEPTED:

Village of Sugar Grove

By:

(Date)

(Print or Type Name)

(Email Address)



**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if



expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.