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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS  
BRAD MERKEL, DEPUTY DIRECTOR OF PUBLIC WORKS  
**SUBJECT:** RESOLUTION: AUTHORIZING PSA FOR PHASE II ENGINEERING –  
BLACKBERRY CREEK PEDESTRIAN/BIKE BRIDGE PROJECT  
**AGENDA:** SEPTEMBER 20, 2022 REGULAR BOARD MEETING  
**DATE:** SEPTEMBER 16, 2022

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**ISSUE**

Approval of a Professional Services Agreement for Phase II Engineering for the Blackberry Creek Pedestrian/Bike Bridge Project with Engineering Enterprises.

**DISCUSSION**

This Project was previously discussed at the October 6, 2020 Board Meeting. At that meeting the Village Board agreed to move forward and apply for an ITEP Grant and has since been awarded an ITEP Grant in the amount of \$779,780.

Currently, there is no connection between the Virgil Gilman Trail and areas south of the Blackberry Creek forcing bicyclists and pedestrians to use Bliss Road to get to the trail. The Village Board commissioned a preliminary design report for the Blackberry Bike / Pedestrian Bridge Crossing. The report determined that a crossing was viable. The contemplated bridge would be located on Forest Preserve District of Kane County (FPDKC), property with access through Sugar Grove Park District (SGPD), property.

The ITEP Grant is an 80/20 grant for eligible costs relating to bicycle / pedestrian improvements. The grant award is \$779,780 leaving a local share of \$198,740 with the Village, the Kane County Forest Preserve District, the Sugar Grove Park District and Sugar Grove Township contributing equally toward the local share (approx. \$50K each). All the partner Agencies have verbally committed their participation with the project. The Village's share of costs related to grant application would need to be included in future year budgets.

The next Step is to move forward with Phase II Engineering. Staff recently completed the consultant selection process and negotiated a PSA with Engineering Enterprises for Phase II Engineering Services for an amount not to exceed \$103,371. The Engineering is covered by the Grant with an 80/20 split. After Village Board Approval, Staff will forward



the agreement to IDOT for approval. No work on this project can occur until IDOT approves this PSA. During this time staff anticipates bringing the IGA's forward for approval.

### **COST**

The Village received the ITEP Grant for up to \$794,960 leaving a local share of \$198,740 divided among the 4 agencies for an estimated total of \$49,685 per agency. The Proposed Fiscal Year 22-23 General Fund Budget, account number 35-53-6303: Engineering Services has \$109,120 budgeted for this project.

### **RECOMMENDATION**

The Village Board approves Resolution **#20220920PW3** authorizing an Agreement with Engineering Enterprises, Inc. for the Professional Engineering Services for the Phase II Engineering for the Blackberry Creek Pedestrian/Bike Bridge Project in the not to exceed amount of \$103,371.





RESOLUTION NO. 20220920PW3

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

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
ENGINEERING ENTERPRISES, INC. FOR THE PHASE II ENGINEERING  
BLACKBERRY CREEK PEDESTRIAN/BIKE BRIDGE PROJECT.**

**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 Phase II Engineering Blackberry Creek Pedestrian/Bike Bridge Project, 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 Phase II Engineering Blackberry Creek Pedestrian/Bike Bridge Project, and to execute the attached agreement;

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 and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 20th day of September, 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	_____	_____	_____	_____
President Jennifer Konen	_____	_____	_____	_____









*Engineering Enterprises, Inc.*

September 9, 2022

Mr. Anthony Speciale  
Director of Public Works  
Village of Sugar Grove  
601 Heartland Drive  
Sugar Grove, IL 60554

**Re: Professional Design Engineering Services for  
Blackberry Creek Bridge and Shared Use Path – Phase II  
Village of Sugar Grove, Kane County, IL**

Dear Mr. Speciale:

Please find our contract for professional design engineering services for the above referenced project. We have attached a copy of the contract and supporting documentation for your review and execution.

To summarize, the proposed engineering services to complete this work are proposed to be provided in a total amount not to exceed \$103,371, which includes:

- EEI Design Engineering Services in the amount of \$21,996 (Cost Plus Fixed Fee)
- Benesch Structural Engineering Services in the amount of \$51,043 (Cost Plus Fixed Fee)
- Huff and Huff Environmental Engineering Services in the amount of \$30,332 (Cost Plus Fixed Fee)

Thank you for this opportunity to submit this Agreement. We look forward to continuing our close working relationship with the Village. If you have any questions, please do not hesitate to call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink that reads 'Michele L. Piotrowski'.

Michele L. Piotrowski, P.E., LEED AP  
Senior Project Manager / Principal

MLP  
Enclosure

pc: Mr. Brent Eichelberger, Village Administrator  
Mr. Walter Magdziarz, Community Development Director  
Mr. Brad Merkel, Deputy Director of Public Works  
PGW, DMT, ARS, JWC - EEI

G:\Public\SUGARGRO\2021\SG2118-V Blackberry Creek Bridge & Shared Use Path - Phases II & III\PSA\Phase II\1-contractletter.doc

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ [www.eeiweb.com](http://www.eeiweb.com)





Agreement For	Agreement Type
Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Federal PE</b>	<b>Original</b>

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Sugar Grove	Kane	18-00030-00-BT	
Project Number	Contact Name	Phone Number	Email
	Anthony Speciale	(630) 391-7230	aspeciale@sugargroveil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Blackberry Creek Bike Path	N/A	0.23 Miles	New Structure
Location Termini			Add Location
Belle Vue Lane to Virgil Gilman Trail			Remove Location

Project Description

The proposed improvement will be the construction of a new 0.23 mile long 10-foot wide shared-use path with 3' grass shoulders on both sides. At the southern limit of the project, the shared-use path will connect to the sidewalk that serves the Belle Vue Park and Windsor Pointe neighborhood. The proposed path will cross over Blackberry Creek, requiring the installation of a new cyclist/pedestrian bridge. At the northern terminus, the path will connect to the Virgil Gilman Trail.

Engineering Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Engineering Enterprises, Inc.	Joseph Cwynar	(630) 466-6700	jcwynar@eeiweb.com
Address	City	State	Zip Code
52 Wheeler Road	Sugar Grove	IL	60554

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities



**AGREEMENT EXHIBITS**

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514 )
- ☒ EXHIBIT E: Huff and Huff, GZA Environmental Proposal
- ☒ EXHIBIT F: Benesch Proposal
- ☒ EXHIBIT G: Detailed Project Schedule

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

**II. THE LPA AGREES,**



1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- ☐ Lump Sum
- ☐ Specific Rate
- ☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,  
 DC is the total Direct Cost,  
 OH is the firm's overhead rate applied to their DL and  
 FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the



LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) 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,
  - (f) are not presently indicated 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 e and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace



no later than (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Preliminary Engineering Contracts:
- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

#### AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Engineering Enterprises, Inc.	36-3150869	\$21,996.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Benesch	36-2407363	\$51,043.00
Huff and Huff, Inc, a subsidiary of GZA, Inc.	36-3044842	\$30,332.00
Subconsultant Total		\$81,375.00
Prime Consultant Total		\$21,996.00
Total for all work		\$103,371.00



## AGREEMENT SIGNATURES

Executed by the LPA:

The 

Local Public Agency Type
Village

 of 

Local Public Agency
Village of Sugar Grove

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

Village of Sugar Grove

Local Public Agency Type

Village

Clerk

Title

Director of Public Works

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Engineering Enterprises, Inc.

By (Signature & Date)


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Title

Senior Project Manager

By (Signature & Date)

--

Title

Senior Project Manager/Principal



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Sugar Grove	Engineering Enterprises, Inc.	Kane	18-00030-00-BT

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

## EXHIBIT A SCOPE OF SERVICES

### FOR FEDERAL PARTICIPATION PROJECTS

#### Phase II Design Engineering:

- Project Management, Coordination and Meetings
  - o Project Comment Review Meetings (2 Meetings – 1 at Preliminary Concept, 1 at Pre-Final Plans)
  - o Phase II Kick-off Meeting at the District One Office of the Illinois Department of Transportation (will be scheduled once PDR is approved)
  - o Project Management
  - o Establish lines of communication.
  - o Project Scheduling
- Wetlands, Permitting, Special Waste and CCDD
  - o Level II Special Waste Screening Validation (Huff and Huff – See Exhibit F)
  - o CCDD Permitting (Huff and Huff – See Exhibit F)
  - o Wetland Delineation and Report Update (Huff and Huff – See Exhibit F)
  - o U.S. Army Corp of Engineers Section 404 Regional Permit (Huff and Huff – See Exhibit F)
  - o Kane-DuPage SWCD Coordination (EEI and Huff and Huff (Exhibit F))
  - o Kane County Permitting (EEI and Huff and Huff (Exhibit F))
  - o Coordination of Special Waste and Permitting tasks. (EEI)
- Structural Plans, Specifications and Estimates
  - o Structural Plans for new bridge over Blackberry Creek (Benesch – See Exhibit G)
  - o Bridge Specifications (Benesch – See Exhibit G)
  - o Bridge Cost Estimate (Benesch – See Exhibit G)
  - o Coordination of bridge items into project plans, specifications and estimates (EEI)
- IDOT and Utility Coordination
  - o Perform design J.U.L.I.E. in order to obtain the most up-to-date atlases from the utilities that have facilities within the project limits.
  - o Obtain, review and inventory existing utility information to identify potential conflicts.
  - o IDOT Coordination
  - o Coordination with all utilities as necessary
  - o Submit Pre-Final, Initial Final and Final Plans to all utilities and IDOT.
- Preliminary Concept Plan
  - o Developing alignment and profile of shared use path for concurrence with the Village and all stakeholders prior to moving forward with prefinal plans
  - o Coordination with Huff and Huff regarding wetland impacts on the preliminary alignment and geometry.
- Prefinal Plans, Specifications and Cost Estimates (90% Complete)
  - o Coordinate documentation for CCDD Management of soils.
  - o Develop Prefinal Plans including the following:
    - ☐ Title Sheet
    - ☐ General Notes
    - ☐ Summary of Quantities
    - ☐ Existing and Proposed Typical Sections
    - ☐ Alignment, Ties and Benchmarks
    - ☐ Plan and Profile (1"=20')
    - ☐ ADA Details
    - ☐ Erosion and Sediment Control Plans (1"=20')
    - ☐ Pavement Marking, Signing & Landscaping Plan (1"=20')
    - ☐ Bridge Plans
    - ☐ Project Details



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Sugar Grove	Engineering Enterprises, Inc.	Kane	18-00030-00-BT

<ul style="list-style-type: none"> <li><input type="checkbox"/> Village Details</li> <li><input type="checkbox"/> IDOT District One and IDOT Details</li> <li><input type="checkbox"/> Cross Sections (@ 50 ft stations, 1"=10' horizontal, 1"=5' vertical)</li> <li>o Prepare bid package, and ancillary documents, including: <ul style="list-style-type: none"> <li><input type="checkbox"/> BLR12200 – Local Public Agency Formal Contract Proposal</li> <li><input type="checkbox"/> BLR12200 A – Schedule of Prices</li> <li><input type="checkbox"/> BLR12230 - Bid Bond Form</li> <li><input type="checkbox"/> BC57 - Affidavit of Availability</li> <li><input type="checkbox"/> Index for Supplemental Specifications and Recurring Special Provisions</li> <li><input type="checkbox"/> Check Sheet for Recurring Special Provisions</li> <li><input type="checkbox"/> BLR11310 – Special Provisions</li> <li><input type="checkbox"/> Bureau of Design and Environment Special Provisions/Check sheets</li> <li><input type="checkbox"/> Prevailing Wage</li> </ul> </li> <li>o Special Provisions in IDOT format <ul style="list-style-type: none"> <li><input type="checkbox"/> Project Special Provisions</li> <li><input type="checkbox"/> Local Roads Special Provisions</li> <li><input type="checkbox"/> District One Special Provisions</li> <li><input type="checkbox"/> Village of Sugar Grove Provisions &amp; Details</li> <li><input type="checkbox"/> Status of Utilities</li> </ul> </li> <li>o Calculate Quantities and prepare preliminary Cost Estimate <ul style="list-style-type: none"> <li><input type="checkbox"/> Quantities to be organized by funding source (if necessary)</li> <li><input type="checkbox"/> BDE 213 – Estimate of Cost</li> </ul> </li> <li>o Prepare BDE220A – Estimate of Time Required</li> <li>o Perform QC/QA review of prefinal plans, specifications, documents and cost estimate</li> <li>o Submit prefinal plans to the utility companies</li> <li>o Submit prefinal plans, estimate of cost, estimate of time and special provisions to the Village of Sugar Grove and IDOT for review.</li> <li>o Coordinate with the Village of Sugar Grove Staff on the final scope of improvements</li> <li>• Initial Final Plans, Specifications and Cost Estimates <ul style="list-style-type: none"> <li>o Prepare and provide disposition of prefinal plan comments to the Village of Sugar Grove and IDOT.</li> <li>o Update plans based on comments received from Village of Sugar Grove and IDOT on Prefinal Plans</li> <li>o Update summary of quantities estimate of cost and estimate of time for initial final plan submittal.</li> <li>o Update special provisions for initial final plan submittal.</li> <li>o Perform QC/QA review of initial final plans, documents and cost estimate.</li> <li>o Submit initial final plans, estimate of cost, estimate of time and special provisions to IDOT, Village of Sugar Grove and utility companies for review.</li> </ul> </li> <li>• Final Plans, Specifications and Cost Estimates <ul style="list-style-type: none"> <li>o Prepare and provide disposition of initial final plan comments to the Village of Sugar Grove and IDOT.</li> <li>o Update plans based on comments received on initial final plans.</li> <li>o Update summary of quantities, estimate of cost and estimate of time for final submittal.</li> <li>o Update special provisions for final submittal.</li> <li>o Perform QC/QA review of final plans, documents and cost estimate.</li> <li>o Submit final plans, estimate of cost, estimate of time and special provisions to IDOT, Village of Sugar Grove and utility companies.</li> <li>o After approval of the plans and specifications by the Village and IDOT, EEI shall provide IDOT with an electronic submittal for the contract letting as per IDOT requirements.</li> </ul> </li> <li>• Bidding Support <ul style="list-style-type: none"> <li>o Answer contractor questions during bidding.</li> </ul> </li> </ul> <p>Items not included in the scope:</p> <ul style="list-style-type: none"> <li>• Full topographic survey was performed during Phase I. No survey included in Phase II</li> <li>• Plats and Legals, Property Appraisals and Property Negotiations</li> </ul>
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Sugar Grove	Engineering Enterprises, Inc.	Kane	18-00030-00-BT
<ul style="list-style-type: none"> <li>• U.S. Army Corp of Engineers Individual Permit</li> <li>• Design services by a landscape architect. Only basic landscaping will be provided.</li> <li>• Any special aesthetic features or treatments</li> <li>• Construction (Phase III) Engineering</li> <li>• Bidding, Letting and Contracting.</li> </ul>			



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Sugar Grove	Engineering Enterprises, Inc.	Kane	18-00030-00-BT

**EXHIBIT B  
PROJECT SCHEDULE**

See EXHIBIT G - DETAILED PROJECT SCHEDULE



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Sugar Grove	Engineering Enterprises, Inc.	Kane	18-00030-00-BT

**Exhibit C**  
**Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal **09/29/21**

Method(s) used for advertisement and dates of advertisement

Village of Sugar Grove Website

5	Do the written QBS policies and procedures cover conflicts of interest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Firm Experience	30%
Staff Capabilities	30%
Past Performance	30%
Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

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Top three consultants ranked for this project in order

1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



<b>Local Public Agency</b> Village of Sugar Grove	<b>County</b> Kane	<b>Section Number</b> 18-00030-00-BT
<b>Prime Consultant (Firm) Name</b> Engineering Enterprises, Inc.	<b>Prepared By</b> Joseph W. Cwynar	<b>Date</b> 9/8/2022
<b>Consultant / Subconsultant Name</b> Engineering Enterprises, Inc.	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Blackberry Creek Bridge and Shared Use Path

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	18	MONTHS		<b>OVERHEAD RATE</b>	190.00%
<b>START DATE</b>	10/3/2022			<b>COMPLEXITY FACTOR</b>	
<b>RAISE DATE</b>	2/21/2023			<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	4/2/2024				

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/3/2022	2/21/2023	5	27.78%
1	2/22/2023	2/21/2024	12	68.00%
2	2/22/2024	3/21/2024	1	5.78%

The total escalation = 1.56%



Village of Sugar Grove

Kane
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18-00030-00-BT
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Engineering Enterprises, Inc.

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## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>1.56%</b>

[illegible]



**Local Public Agency**

Village of Sugar Grove

**County**

Kane

**Section Number**

18-00030-00-BT

**Consultant / Subconsultant Name**

Engineering Enterprises, Inc.

**Job Number****DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	250	\$0.40	\$100.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$100.00</b>

BLR 05514 (Rev. 05/27/22)

DIRECT COSTS



Village of Sugar Grove
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Kane
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18-00030-00-BT

Engineering Enterprises, Inc.
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A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9120  
www.huffnhuff.com  
www.gza.com

November 19, 2021 (Revised September 1, 2022)

Mr. Joseph W. Cwynar, P.E.  
Senior Project Manager  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, Illinois 60554

Via Email: [JCwynar@eeiweb.com](mailto:JCwynar@eeiweb.com)

**Re: Phase II Environmental Services – Wetlands, Permitting, Special Waste  
Blackberry Creek Bridge and Shared Use Path  
Village of Sugar Grove, Kane County, Illinois  
Proposal No.: 81.P013089.22 (Revised)**

Dear Mr. Cwynar:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this proposal to Engineering Enterprises, Inc. (Client). Client has subsequently requested Phase II environmental services including assistance with validating the previously completed Level II Special Waste Screening, assessment and LPC-Form documentation for consideration of off-site final disposition of spoils at a clean construction or demolition debris (CCDD) facility, and wetlands, including updating expired clearances and permitting. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

## **1. INTRODUCTION**

GZA has previously conducted wetland delineation field work and is planning to submit the wetland delineation report associated with the proposed trail connection to existing Virgil Gilman trail, including a bridge over Blackberry Creek on October 4, 2017. The wetland delineations conducted by GZA during Phase I will expire on October 4, 2022. Should wetland permit submittals be anticipated to be submitted after this date, the original wetland delineation completed for the proposed project will no longer be valid and an update will be required. Completion of a delineation update is included within this scope of services in the case that the 2017 delineation expires prior to the anticipated permit submittal for any proposed impacts to wetlands or waterways. GZA will conduct a wetland delineation update for the proposed project, if warranted and directed to do so by the Client.

This proposal presents our project approach, the scope of services, cost, and schedule for completing the project for the additionally requested tasks.

## **2. SCOPE OF SERVICES**

### **Task 1 – Level II Special Waste Screening Validation**

Since the March 16, 2018 Special Waste Screening is outdated and the CCDD Assessment will require contemporary due diligence, we propose to validate the Level II Special Waste Screening for the project. The process will follow general protocols contained within:





The Special Waste Screening procedure includes reviewing environmental resource agency databases. Based on the Illinois Department of Transportation Special Waste Procedures for Local Highway Improvements (Memo #04-09) additional site analysis is required for sites within defined distances from the corridor. Specific lists to be reviewed and the screening distances for each are as follows:

- CERCLIS List – The Comprehensive Environmental Response Compensation and Liability (CERCLIS) list contains information on potentially hazardous sites and remedial activities. This database is maintained by the U.S. Environmental Protection Agency (U.S. EPA). Sites within one mile of the corridor will be identified.
- LUST List – The Leaking Underground Storage Tank (LUST) database identifies underground storage tanks systems that have had an incident reported to the Illinois Emergency Management Agency (IEMA). This list is maintained by the Illinois Environmental Protection Agency. Sites within 1,000 feet of the corridor will be identified.
- SRP List – The Site Remediation Program (SRP) database identifies sites that have been entered into Illinois' voluntary cleanup program. These sites generally have been investigated and determined to have impacted soil or groundwater (or both) at the site. This database is maintained by the IEPA. A distance reference is not provided for SRP sites.
- RCRA List – The Resource Conservation and Recovery Act (RCRA) database identifies generators, transporter or other handling of hazardous wastes. Identification of a site as a RCRA site does not indicate a release to the environment has occurred. This database is maintained by the U.S. EPA. Sites within the corridor will be identified.
- UST List – The underground storage tank (UST) identifies sites with registered USTs. This list is maintained by the Office of the State Fire Marshal. Sites within the corridor will be identified.

The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

Based on the review of the databases identified above, a memorandum will be prepared presenting the results. One site visit will be conducted to confirm the location of identified sites. The proposed scope is limited to the review of the above-referenced databases and preparation of the Special Waste Screening memo. If The project passes the Level II Screening, then a PESA and PSI will not be necessary. However, if spoils for off-site final disposition are anticipated, completion of documentation for consideration of disposal at a clean construction and demolition debris (CCDD) or uncontaminated soil fill operation (USFO) facility will be necessary. The Level II Special Waste Screening Memorandum can be utilized as due diligence and sampling for soil pH would be necessary.

## **Task 2 – LPC-Form 663 Documentation**

### ***Sub-Task A – Records Search, Review, Confirmation, and Mark Borings***

GZA will utilize the Level II Special Waste Screening Validation documentation proposed in Task 2 as the basis for due diligence to be included in the LPC-663 form documentation. In addition, this task includes time to conduct a site visit to pre-mark proposed soil boring locations to facilitate the JULIE utility locate notification. We anticipate documentation consistent with the LPC-663 Form approach and we propose sampling for contaminants of concern associated with PIPs





and/or to fulfill current CCDD industry trends for sampling requirements. Even if PIPs are not identified, we recommend the LPC-663 approach with some form of mandatory minimum sampling to satisfy CCDD/USFO facility requirements.

#### *Sub-Task B – Soil Sampling and Laboratory Analysis*

GZA will mobilize to the site to conduct a series of up to six (6) soil borings, via GeoProbe Subcontractor and/or hand auger for a single day of field effort. The depths of the borings will be generally consistent with the proposed depth of improvements and completed and we currently anticipate completing sampling to depths of up to 5 to 15 feet deep.

We anticipate collecting up to one (1) sample in each of the borings and analyzed for the contaminants of concern (COCs) per IDOT protocol, which include:

- 22 Total metals (Target Analyte List (TAL) minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)
- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

#### *Sub-Task C – Preparation of LPC-663 Form Document*

Based on the due diligence and if analytical results achieve the MAC values, GZA will prepare the LPC-663 document for the local roads portion of the project. The LPC-663 Form documents will include a cover letter summary of the findings, a narrative summarizing the due diligence, sampling and results along with supporting documentation (figures, database, laboratory report) and the LPC-663 Form signed by GZA. The packet of information will be provided to Client electronically. If Client requests, GZA will provide the completed documents to three (3) CCDD facilities to seek a review and if applicable, issuance of pre-authorization acceptance letters. We would initially submit to the local Heartland CCDD facility, due to its proximity being less than 1-mile southeast of the jobsite.

#### *Sub-Task D – Assistance With Pay Item and Standard/Special Provision Documentation*

Based on the analytical results, GZA will coordinate with Client, to provide draft language for Pay Items and Standard/Special Provisions for inclusion in the bidding documents based on the soil classifications per IDOT Article 669.05.

### **Task 3 – Wetland Delineation and Report Update, If Required**

#### **A. Off-Site Record/Document Review**

GZA will conduct a wetland delineation update for the proposed project, if warranted. The wetland delineations conducted by GZA during Phase I will expire on October 4, 2022. Should wetland permit submittals be anticipated to be submitted after this date, the original wetland delineation completed for the proposed project will no longer be valid and an update will be required. However, if this task is needed, pertinent information from the 2017 delineation will be used to reduce duplication of efforts, save time, and save costs.

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The maps reviewed and to be used include:

- U.S. Geological Survey Topographic Maps;
- National Wetlands Inventory (NWI) Maps;
- Kane County Soil Survey;





- Kane County ADID Wetland Maps;
- Kane County Fen Watershed Maps;
- Hydric Soils of the United States;
- FEMA Flood Insurance Rate Maps;
- U.S. Geological Survey Hydrologic Atlas; and
- Aerial Photographs.

#### B. On-Site Investigation (Field Inventory)

The on-site investigation will be conducted by GZA staff experienced in Federal methods for conducting wetland delineations. GZA will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present.

The wetland delineation of the project site will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands;" Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (USACE, Section 404 Permit) and the Illinois Environmental Protection Agency (IEPA, Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to privately as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and boundaries of wetlands and surface waters/waterways.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined using the *Midwest Region Manual* (USACE, 2010). Each potential wetland area will be evaluated for the presence of wetland indicators comprised of hydrophytic vegetation, hydric soils, and wetland hydrology. Functions of wetlands will be evaluated from field observations as well.

The entire area of the project limits will be investigated. All areas exhibiting wetland and waterway characteristics within the project limits will be investigated. GZA will survey the perimeters of any delineated wetlands and waterways and provide a shapefile of all wetlands and waterway boundaries to the Client.

#### C. Wetland Report

A Wetland Delineation Report update will be prepared, if required, summarizing the findings of the desktop review and the on-site investigation. This report will be submitted to Client as a PDF only. The shapefiles of the wetland boundaries as surveyed in the field will also be provided to Client via email. Specific items to be included in the report are as follows:

- Map showing the location, limits, and wetland boundaries within the project limits;
- Aerial photography depicting the appropriate limits of the delineated wetlands;
- USACE data sheets with FQAs, as required;
- Color photos of the wetlands and the data points;
- Written description of wetland functional classification;
- Permitting summary; and
- Mitigation requirements and options, if necessary.

#### Task 4 – USACE Jurisdictional Determination (JD) Request

GZA will submit a JD request to the USACE Chicago District for this project. The results of the JD will be used for permitting. Time for an onsite meeting to meet the USACE in the field for the JD is included within this scope of services.





### **Task 5 – USACE Chicago District, Section 404 Permitting**

GZA will develop the necessary permit applications for submittal to the Client for review. GZA will coordinate with the Client on the permit application submittal process. It is anticipated that a Nationwide Permit (NWP) will be required through the USACE for this project as impacts are proposed to USACE jurisdictional wetlands and waterways. The USACE Chicago District NWP Program is meant to simplify and expedite specific types of projects. Most NWPs have automatically authorized Section 401 Water Quality Certification (WQC) from the IEPA. The results of the JD will be used for permitting. The Section 404 permit application will be submitted to the USACE electronically and paper copies will not be provided.

Prior to submittal of the Section 404 permit package, GZA will request a JD from the USACE (see Task 4). The JD will inform the project team which wetlands are subject to federal regulation through USACE Section 404 permitting. Wetlands not considered to be under the jurisdiction of the USACE will fall under the jurisdiction of Kane County and local permitting will be required for impacts to isolated wetlands.

GZA anticipates that this project will qualify for NWP #14 (Linear Transportation Projects), which authorizes the construction or replacement of public transportation projects, including roads, bridges, runways and taxiways, and railroads. However, if impacts exceed 0.5 acre, an Individual Permit will be required. Costs provided for this task are based on the project meeting the criteria for a NWP. Time under this task includes attending one virtual pre-application meeting with the USACE Chicago District as well as preparing an agenda and associated meeting minutes.

If the project does not qualify for an NWP, an Individual Permit will be required. Individual Permits require a public notice period as well as separate WQC from the IEPA. The Individual Permit process can take significantly more time than the RP process and may require a Section 401 Anti-degradation Assessment. This scope does not include permitting assistance for an Individual Permit.

The permitting process through the USACE for jurisdictional wetlands is initiated by the submittal of the Joint Application for Section 404 Permits. During the USACE Section 404 review process, the USACE will coordinate with the following agencies:

- U.S. Fish and Wildlife Service (USFWS);
- Illinois Environmental Protection Agency (IEPA, 401 Water Quality Certification);
- Illinois Department of Natural Resources (IDNR);
- Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR);
- Illinois State Historic Preservation Office (SHPO); and
- Soil and Water Conservation District (SWCD).

This task includes time for coordination to assist with finding mitigation bank credits, if needed for the project. This task includes one initial submittal and one re-submittal of permitting information if necessary. This scope does not include mitigation design or development of onsite mitigation concepts. This scope assumes mitigation for impacts to wetlands will be accomplished via purchasing credits at a mitigation bank. If purchasing bank credits is determined to not be a viable mitigation option and design or other mitigation services are needed, GZA will prepare a supplemental scope for this effort.

This task assumes that all biological clearances and historic/cultural clearances, which are required for Section 404 permitting will be obtained via IDOT through the ESR process. Therefore, this scope does not include coordination with the IDNR, the USFWS, or the Illinois SHPO to obtain said clearances.





#### **Task 6 – Kane/DuPage SWCD Coordination**

This task includes preparing the soil erosion and sediment control (SESC) review submittal to the Kane-DuPage SWCD, if required as part of the Section 404 permit. This task includes one initial submittal and one re-submittal of permitting information if necessary. This task does not include permitting fees, inspection fees, non-compliance fees, or re-submittal fees. This task assumes all review fees and other associated fees will be the responsibility of the Client.

#### **Task 7 – Kane County Permitting**

GZA will assist the Client with obtaining Kane County permits. The Kane County Stormwater Ordinance requires permits for impacts related to stormwater and isolated wetlands. GZA will work with the Client to obtain the wetland authorizations through the County and assist with coordination for required wetland mitigation. This task assumes the permit package will be submitted by the Client. This scope includes attending one virtual pre-application meeting with Kane County.

#### **Task 8 – Project Management**

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout.

#### **Task 9 – QA/QC**

Time under this task includes QA/QC time for the reports as described above.

### **2. LEVEL OF EFFORT AND SCHEDULE**

The attached tables summarize the estimated cost to complete the project. GZA will start within five (5) days of the notice to proceed (NTP) and anticipates the Level II Screening will be completed within four (4) weeks from the NTP and the CCDD documentation within four (4) weeks following the screening. Should a delineation update be required, this will be completed within the designated growing season for Kane County, which is May 1 to October 15 and permitting will be in conjunction with Client/project schedule timing needs.

### **3. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

#### **CONDITIONS OF ENGAGEMENT**

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

*GZA is submitting this proposal with the belief that we will be able to fulfill the scope requirements during this COVID-19 Pandemic crisis. If performance is rendered impossible because of the impacts of COVID-19, GZA will notify Client of that Force Majeure event.*





## ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

GZA, Inc.

Jeremy J. Reynolds, P.G.  
Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

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

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

Printed/Typed Name: \_\_\_\_\_

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

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

### Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2021 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named in the attached proposal.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.**

**1. Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.





**2. Standard of Care; Warranties.**

- a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
- b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
- c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
- d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

**3. Payment.**

- a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

**4. Your Responsibilities.**

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
  - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
  - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
  - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

**5. Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will





provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

**6. Underground Facilities.** GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

- (i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
- (ii) that are not correctly marked by the appropriate utility.

**7. Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

**8. Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

**9. GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

**10. Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

**11. Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.





**12. Changed Conditions.**

- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

**13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

**14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

**15. Confidentiality; Subpoenas.** Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**16. Insurance.** During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

**17. Indemnification.** You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

**18. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.





- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

**19. Disputes.**

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**20. Miscellaneous.**

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.





EXHIBIT D  
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET  
FIXED RAISE

**Local Public Agency**

Village of Sugar Grove

**County**

Kane

**Section Number**

18-00030-00-BT

**Prime Consultant (Firm) Name**

Engineering Enterprises, Inc.

**Prepared By**

JJR

**Date**

8/31/2022

**Consultant / Subconsultant Name**

Huff & Huff, Inc. / GZA, Inc.

**Job Number**

TBD

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks****PAYROLL ESCALATION TABLE**

CONTRACT TERM **24** MONTHS  
START DATE **9/1/2022**  
RAISE DATE **3/1/2023**  
  
END DATE **8/31/2024**

OVERHEAD RATE **182.42%**  
COMPLEXITY FACTOR **0**  
% OF RAISE **2.00%**

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	9/1/2022	3/1/2023	6	25.00%
1	3/2/2023	3/1/2024	12	51.00%
2	3/2/2024	9/1/2024	6	26.01%

The total escalation = 2.01%



<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Sugar Grove	Kane	18-00030-00-BT
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Huff & Huff, Inc. / GZA, Inc.	TBD	

## PAYROLL RATES

### EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>2.01%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Associate Principal II	\$69.75	\$71.15
Associate Principal I	\$63.91	\$65.19
Senior Consultant	\$74.06	\$75.55
Senior Project Manager III	\$63.64	\$64.92
Senior Project Manager II	\$53.81	\$54.89
Senior Project Manager I	\$48.20	\$49.17
Senior Landscape Architect	\$57.23	\$58.38
Senior Planning PM	\$53.97	\$55.05
Senior Technical Specialist I	\$50.79	\$51.81
Senior Scientist PM II	\$53.71	\$54.79
Senior Technical Scientist	\$51.13	\$52.16
Scientist PM II	\$48.38	\$49.35
Scientist PM I	\$42.00	\$42.84
Assistant PM Scientist	\$35.63	\$36.35
Environmental Engineer PM I	\$44.35	\$45.24
Geotechnical Engineer PM I	\$43.14	\$44.01
Architect PM	\$48.56	\$49.54
Assistant PM Engineer I	\$42.02	\$42.86
Engineer I	\$31.55	\$32.18
Scientist E1	\$29.85	\$30.45
Technical Graphics Technician	\$25.15	\$25.66
Administrative Managers	\$46.64	\$47.58
Senior Administrative Assistant	\$32.81	\$33.47
Lead Word Processor	\$40.46	\$41.27



<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Sugar Grove	Kane	18-00030-00-BT
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Huff & Huff, Inc. / GZA, Inc.		TBD

## SUBCONSULTANTS

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**



**Local Public Agency**

Village of Sugar Grove

**County**

Kane

**Section Number**

18-00030-00-BT

**Consultant / Subconsultant Name**

Huff &amp; Huff, Inc. / GZA, Inc.

**Job Number**

TBD

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	310	\$0.63	\$193.75
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	15	\$1.50	\$22.50
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	6	\$645.00	\$3,870.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	\$100.00	\$100.00
Database Package	Actual Cost	1	\$200.00	\$200.00
Expendible Materials Field Kit	Daily Rate	1	\$30.00	\$30.00
Driller	Daily Rate	1	\$2,250.00	\$2,250.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$6,666.25</b>



**Local Public Agency**

Village of Sugar Grove

**County**

Kane

**Section Number**

18-00030-00-BT

**Consultant / Subconsultant Name**

Huff &amp; Huff, Inc. / GZA, Inc.

**Job Number**

TBD

**COST ESTIMATE WORKSHEET****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET****OVERHEAD RATE** 182.42%**COMPLEXITY FACTOR** 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
T 1: Level II Special Waste Screening Validation	25	887	1,619	\$6,666.25	293		9,465	31.20%
T 2: CCDD Permitting	40	1,344	2,452		444		4,240	13.98%
T 3: Wetland Delineation and Report Update	23	1,014	1,850		335		3,199	10.55%
T 4: Jurisdictional Determination Submittal	7	322	587		106		1,015	3.35%
T 5: Section 404 Permitting	32	1,381	2,520		456		4,357	14.36%
T 6: Kane-DuPage SWCD Coordination	17	645	1,177		213		2,035	6.71%
T 7: Kane Co. Permitting	17	689	1,256		227		2,172	7.16%
T 8: QAQC	13	850	1,551		281		2,682	8.84%
T 9: Project Management	6	370	675		122		1,167	3.85%
<b>Subconsultant DL</b>					0		-	
<b>TOTALS</b>	180	7,502	13,687	6,666	2,477	-	30,332	100.00%

21,189



**Local Public Agency**

Village of Sugar Grove

**County**

Kane

**Section Number**

18-00030-00-BT

**Consultant / Subconsultant Name**

Huff &amp; Huff, Inc. / GZA, Inc.

**Job Number**

TBD

**AVERAGE HOURLY PROJECT RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			T 1: Level II Special Waste Screening Validation			T 2: CCDD Permitting			T 3: Wetland Delineation and Report Update			T 4: Jurisdictional Determination Submittal			T 5: Section 404 Permitting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Associate Principal II	71.15	16.0	8.89%	6.32	1	4.00%	2.85	1	2.50%	1.78							2	6.25%	4.45
Associate Principal I	65.19	5.0	2.78%	1.81	1	4.00%	2.61	1	2.50%	1.63									
Senior Consultant	75.55	0.0																	
Senior Project Manager III	64.92	0.0																	
Senior Project Manager II	54.89	0.0																	
Senior Project Manager I	49.17	0.0																	
Senior Landscape Architect	58.38	0.0																	
Senior Planning PM	55.05	0.0																	
Senior Technical Specialist I	51.81	0.0																	
Senior Scientist PM II	54.79	0.0																	
Senior Technical Scientist	52.16	52.0	28.89%	15.07							16	69.57%	36.28	5	71.43%	37.26	15	46.88%	24.45
Scientist PM II	49.35	0.0																	
Scientist PM I	42.84	10.0	5.56%	2.38	5	20.00%	8.57	5	12.50%	5.36									
Assistant PM Scientist	36.35	0.0																	
Environmental Engineer PM I	45.24	0.0																	
Geotechnical Engineer PM I	44.01	0.0																	
Architect PM	49.54	0.0																	
Assistant PM Engineer I	42.86	0.0																	
Engineer I	32.18	0.0																	
Scientist E1	30.45	82.0	45.56%	13.87	14	56.00%	17.05	29	72.50%	22.08				2	28.57%	8.70	15	46.88%	14.27
Technical Graphics Technician	25.66	13.0	7.22%	1.85	3	12.00%	3.08	3	7.50%	1.92	7	30.43%	7.81						
Administrative Managers	47.58	0.0																	
Senior Administrative Assistant	33.47	2.0	1.11%	0.37	1	4.00%	1.34	1	2.50%	0.84									
Lead Word Processor	41.27	0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		180.0	100%	\$41.68	25.0	100.00%	\$35.49	40.0	100%	\$33.60	23.0	100%	\$44.09	7.0	100%	\$45.96	32.0	100%	\$43.17



**Local Public Agency**

Village of Sugar Grove

**County**

Kane

**Section Number**

18-00030-00-BT

**Consultant / Subconsultant Name**

Huff &amp; Huff, Inc. / GZA, Inc.

**Job Number**

TBD

**AVERAGE HOURLY PROJECT RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	T 6: Kane-DuPage SWCD Coordination			T 7: Kane Co. Permitting			T 8: QAQC			T 9: Project Management								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Associate Principal II	71.15	1	5.88%	4.19	1	5.88%	4.19	7	53.85%	38.31	3	50.00%	35.58						
Associate Principal I	65.19							3	23.08%	15.04									
Senior Consultant	75.55																		
Senior Project Manager III	64.92																		
Senior Project Manager II	54.89																		
Senior Project Manager I	49.17																		
Senior Landscape Architect	58.38																		
Senior Planning PM	55.05																		
Senior Technical Specialist I	51.81																		
Senior Scientist PM II	54.79																		
Senior Technical Scientist	52.16	4	23.53%	12.27	6	35.29%	18.41	3	23.08%	12.04	3	50.00%	26.08						
Scientist PM II	49.35																		
Scientist PM I	42.84																		
Assistant PM Scientist	36.35																		
Environmental Engineer PM I	45.24																		
Geotechnical Engineer PM I	44.01																		
Architect PM	49.54																		
Assistant PM Engineer I	42.86																		
Engineer I	32.18																		
Scientist E1	30.45	12	70.59%	21.49	10	58.82%	17.91												
Technical Graphics Technician	25.66																		
Administrative Managers	47.58																		
Senior Administrative Assistant	33.47																		
Lead Word Processor	41.27																		
<b>TOTALS</b>		17.0	100%	\$37.95	17.0	100%	\$40.51	13.0	100%	\$65.39	6.0	100%	\$61.65	0.0	0%	\$0.00	0.0	0%	\$0.00



**HUFF & HUFF, INC.**  
**SUMMARY OF DIRECT COSTS**  
Project: EEI Blackberry Creek Trail

**DIRECT**

**Task 1 - Level II Special Waste Screening**

Trips	31 miles	x	2	x	\$	0.63	=	\$	38.75
Tolls			3	x	\$	1.50	=	\$	4.50
Database Package			1	x	\$	200.00	=	\$	200.00
<b>Task Total</b>									<b>\$ 243.25</b>

**Task 2 - CCDD Permitting**

Trips	31 miles	x	4	x	\$	0.63	=	\$	77.50
Tolls			6	x	\$	1.50	=	\$	9.00
Field Kit	1 day	x	1	x	\$	30.00	=	\$	30.00
PID	1 day	x	1	x	\$	100.00	=	\$	100.00
22 total metals	1 ea	x	6	x	\$	125.00	=	\$	750.00
15 mtals TCLP	1 ea	x	6	x	\$	125.00	=	\$	750.00
15 metals SPLP	1 ea	x	6	x	\$	125.00	=	\$	750.00
VOCs	1 ea	x	6	x	\$	85.00	=	\$	510.00
SVOCs	1 ea	x	6	x	\$	165.00	=	\$	990.00
pH	1 ea	x	6	x	\$	20.00	=	\$	120.00
<b>Task Total</b>									<b>\$ 4,086.50</b>

**Task 3 - Wetland Delineation & Report Update**

Trips	31 miles	x	2	x	\$	0.63	=	\$	38.75
Tolls			3	x	\$	1.50	=	\$	4.50
			0	x	\$	-	=	\$	-
<b>Task Total</b>									<b>\$ 43.25</b>

**Task 4 - Jurisdictional Determination**

Trips	31 miles	x	2	x	\$	0.63	=	\$	38.75
Tolls			3	x	\$	1.50	=	\$	4.50
			0	x	\$	-	=	\$	-
<b>Task Total</b>									<b>\$ 43.25</b>

**Task 5 - Section 404 Permitting**

0	x	\$	-	=	\$	-
<b>Task Total</b>						<b>\$ -</b>

**Task 6 - SWCD Coordination**

0	x	\$	-	=	\$	-
<b>Task Total</b>						<b>\$ -</b>

**Task 7 - Kane Co. Permitting**

0	x	\$	-	=	\$	-
<b>Task Total</b>						<b>\$ -</b>

**Task 8 - QAQC**

0	x	\$	-	=	\$	-
<b>Task Total</b>						<b>\$ -</b>

**Task 9 - Project Management**

0	x	\$	-	=	\$	-
<b>Task Total</b>						<b>\$ -</b>

**GRAND TOTAL      \$    4,416.25**



**HUFF & HUFF, INC.**  
**SUMMARY OF SERVICES BY OTHERS**  
Project: EEI Blackberry Creek Trail

**OUTSIDE**

**Task 1 - Level II Special Waste Screening**

_____	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

**Task 2 - CCDD Permitting**

Driller (day)	1 x	\$ 2,250.00	=	\$ 2,250.00
		<b>Task Total</b>		<b>\$ 2,250.00</b>

**Task 3 - Wetland Delineation & Report Update**

_____	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

**Task 4 - Jurisdictional Determination**

_____	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

**Task 5 - Section 404 Permitting**

_____	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

**Task 6 - SWCD Coordination**

_____	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

**Task 7 - Kane Co. Permitting**

_____	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

**Task 8 - QAQC**

_____	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

**Task 9 - Project Management**

_____	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

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<b>GRAND TOTAL</b>	<b>\$ 2,250.00</b>
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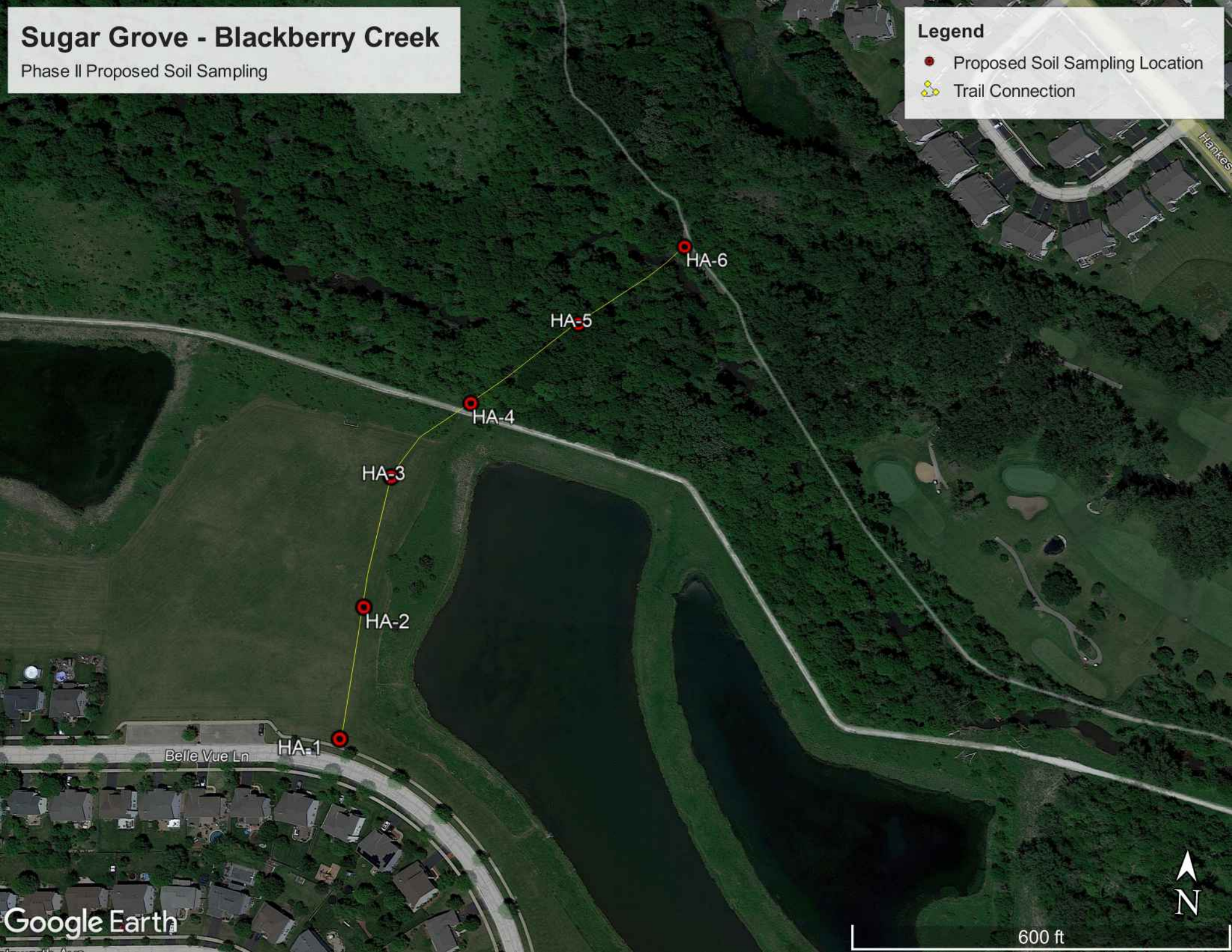


# Sugar Grove - Blackberry Creek

Phase II Proposed Soil Sampling

## Legend

- Proposed Soil Sampling Location
- Trail Connection







## CONSULTING SERVICES AGREEMENT

CLIENT	Engineering Enterprises, Inc.	Project Name	Sugar Grove Ped Bridge Phase II
Address	52 Wheeler Rd		
	Sugar Grove, IL 60554		
		Project Location	Sugar Grove, Illinois
Telephone	(630) 466-6700		
Client Contact	Joe Cwynar, PE	Consultant PM	Mark Bendok, PE, SE
Client Job No.		Consultant Job No.	10696.01

This Agreement is made by and between Engineering Enterprises, Inc., hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

See Attachment A

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- ☒ Attachment A: Scope of Services and Fee Estimate  
☐ Attachment B: Schedule of Unit Rates  
☒ Attachment C: Approved Type, Size & Location (TSL)

or

- ☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- ☐ By Lump Sum: \$\_\_\_\_\_.  
☐ By Time and Materials: \$\_\_\_\_\_.  
☒ By Other Payment Method (See Attachment A): \$48,323.  
☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

**CLIENT**

**ALFRED BENESCH & COMPANY**

BY: \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

BY: \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_

PRINT NAME: Andrew Keaschall,

TITLE: \_\_\_\_\_

TITLE: Senior Vice President

DATE: \_\_\_\_\_, 20\_\_

DATE: \_\_\_\_\_, 20\_\_

BENESCH OFFICE: Naperville

ADDRESS: 1230 E. Diehl Rd., Suite 109

Naperville, IL 60563

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**





## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.



**2.4.4** If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

## **SECTION 3 - Term of Agreement**

### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

### **3.3 Termination of Agreement**

#### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

#### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

## **SECTION 4 - General Considerations**

### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.



Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.



#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees



that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.



## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.



# **ATTACHMENT A**

**Scope of Work**

**&**

**Fee Estimate**



## ATTACHMENT A

### Benesch Scope of Work and Assumptions

The following outlines the structural scope of work and assumptions to assist EEI in the Phase II of the proposed Sugar Grove Pedestrian Bridge:

#### General

Benesch's scope for the proposed bridge design (Phase II) will build upon the approved TSL from Phase I. The new bridge will consist of a single span prefabricated through-truss approximately 80 foot in length with a 10-foot clear walkway width. The structure will be supported on concrete abutments founded on deep foundation. The design will be based on the 8<sup>th</sup> Edition of the AASHTO LRFD Bridge Design Specification, the 2<sup>nd</sup> Edition of the LRFD Guide Specifications for Design of Pedestrian Bridges, the IDOT Bridge Manual, and IDOT's Guide Bridge Special Provision (GBSP) 33 - Pedestrian Truss Superstructure.

Benesch shall:

- Review the relevant Phase I documents as they relate to the proposed bridge
- Prepare structural design calculations, plans, specification and cost estimate for the proposed bridge following IDOT standards and guidelines. Per GBSP 33, the design/detailing of the truss superstructure is by the bridge supplier and not included in this proposal.
- All superstructure reactions will be provided to Benesch by the bridge supplier.
- Complete a cost evaluation between piles and shafts per disposition of PBDHR comments from IDOT.
- CADD files will be prepared using MicroStation as well as IDOT's latest library of fonts and cells
- EEI will provide Benesch with all non-structural information - such as the Waterway Information Table, Scour Table and Benchmark - as well as reference files in MicroStation format (\*.dgn) - such as existing and proposed utilities, drainage, ROW, etc.
- Review and address EEI's and the Village's review comments of the Benesch structural submittal
- IDOT Bureau of Bridges and Structures' approval of the structural PS&E is not required
- Load rating of the proposed structure is not required nor is it included in this proposal
- The list of structural plan sheets is assuming to be as follows:

Sheet Name	# of Sheets
General Plan and Elevation	1
General Data	1
Foundation Layout	1
Abutment Details	2
Drilled Shaft Details	1
Soil Boring Logs	1
<b>Total # of Sheets</b>	<b>7</b>

#### Phase III

- Not included in this proposal

#### Quality Control

- Benesch will adhere to their Quality Control Plan developed for IDOT bridge design projects



## **ATTACHMENT A**

- All structural deliverables will be reviewed for quality prior to submittal to EEI
- Overall quality assurance of the submittal documents prior to submittal to the Village and IDOT will be performed by EEI

### **Meetings**

- In-person meetings and meeting minutes are not anticipated nor included in this proposal

### **Administration and Coordination**

- Coordination and discussions will be held via conference call, screen share and e-mail as required
- Normal accounting and reporting procedures will be conducted
- All required submissions of deliverables to the Village and IDOT will be performed by EEI

### **Additional Assumptions/Exclusions**

- All required information, including but not limited to existing reports and Phase I documents, shall be provided by EEI
- All non-structural engineering services required for the final plans and specification will be performed by EEI or others and will be provided to Benesch as applicable to the structural plans. These services include, but are not limited to hydraulic, scour, survey, roadway, utility coordination, permitting, ADA compliance, boiler plate specifications, etc.
- Staged construction is not anticipated nor is it included in this proposal
- Benesch deliverables to EEI include one Pre-Final (90%) submittal and one Final (100%) submittal. Submittals will be sent electronically
- Structural plans will be sealed by an Illinois licensed Structural Engineer
- No structural aesthetic enhancements are anticipated nor are they included in this proposal
- There are no anticipated Village or local design requirements
- Two vehicle days included in this proposal for direct cost. No other direct cost included.

### **Schedule**

Benesch can begin work on this project immediately upon notice to proceed. While the design schedule has not been set at this time, Benesch will work with EEI to meet all deadlines in a timely fashion.

### **Fee Estimate**

Benesch proposes to perform the work outlined in this proposal using IDOT's Cost Plus Fixed Fee method of payment as outlined below. Additional services or modifications to the agreement, including associated costs, shall be in writing and signed by both parties prior to beginning the work.





EXHIBIT D  
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET  
FIXED RAISE

<b>Local Public Agency</b> Village of Sugar Grove	<b>County</b> Kane	<b>Section Number</b> 18-00030-00-BT
<b>Prime Consultant (Firm) Name</b> Engineering Enterprises, Inc.	<b>Prepared By</b> M. Bendok	<b>Date</b> 9/6/2022
<b>Consultant / Subconsultant Name</b> Alfred Benesch & Company	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	164.03%
START DATE	10/3/2022		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	4/2/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/3/2022	1/1/2023	3	16.67%
1	1/2/2023	1/1/2024	12	68.00%
2	1/2/2024	4/1/2024	3	17.34%







DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	2	\$65.00	\$130.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$130.00



Village of Sugar Grove
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Kane
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18-00030-00-BT

Alfred Benesch & Company

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## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

**COMPLEXITY FACTOR** 0

45,257

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Page 4 of 5







# **ATTACHMENT C**

**Type, Size & Location (TSL)**



No salvage.

Drainage Area = 26.6 Sq. Mi.			Prop. Overtopping Elev. 682.73 at Sta. 18+97.69						
Flood	Freq. Yr.	Discharge Ft <sup>3</sup> /s	Opening Ft <sup>2</sup>		Nat.	Head - Ft.		Headwater El.	
			Exist.	Prop.	H.W.E.	Exist.	Prop.	Exist.	Prop.
	10	998		433	680.19		0.03		680.22
Design	50	1651		615	681.57		0.04		681.61
Base	100	1982		675	682.07		0.08		682.15
Scour Design Check									
Overtop Existing									
Overtop Proposed	>500								
Max. Calc.	500	2890		783	683.00		0.23		683.23

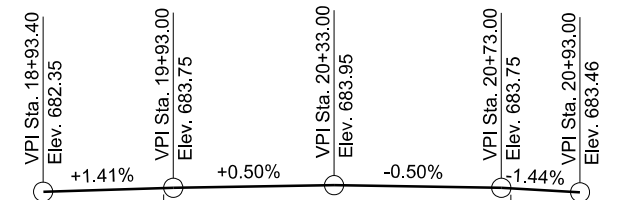
Event / Limit State	Design Scour Elevations (ft.)		
	S. Abut.	N. Abut.	Item 113
Design	676.5	677.7	8
Check	676.5	677.7	

2017 AASHTO LRFD Bridge Design  
Specifications, 8th Edition  
LRFD Guide Specifications for Design of  
Pedestrian Bridges, 2nd Edition with 2015 Interims

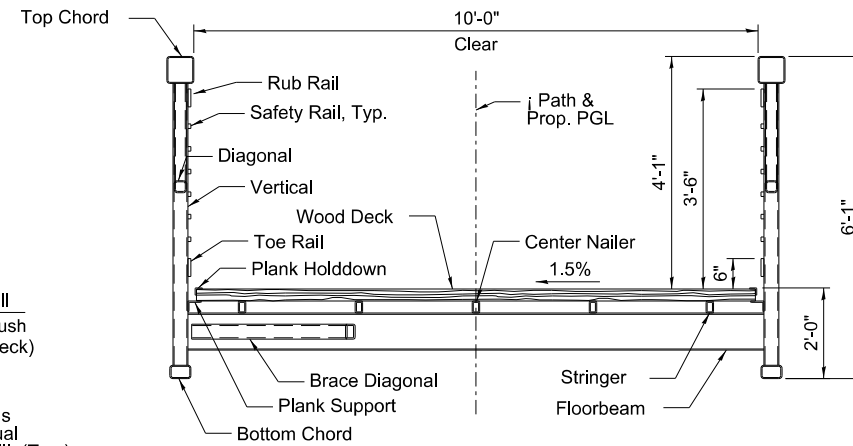
fb = 1,300 psi (Wood Deck)  
fc = 3,500 psi  
fy = 60,000 psi (Reinforcement)  
fy = 50,000 psi (M270 Grade 50)

## 90 psf Pedestrian Load

Seismic Performance Zone (SPZ) = 1  
Design Spectral Acceleration at 1.0 sec. (SD1) = 0.106g  
Design Spectral Acceleration at 0.2 sec. (SDS) = 0.171g  
Soil Site Class = D



**CROSS SECTION**  
(Looking Upstation)



Stone Riprap, Class A4

1'-4"

6"

Bedding

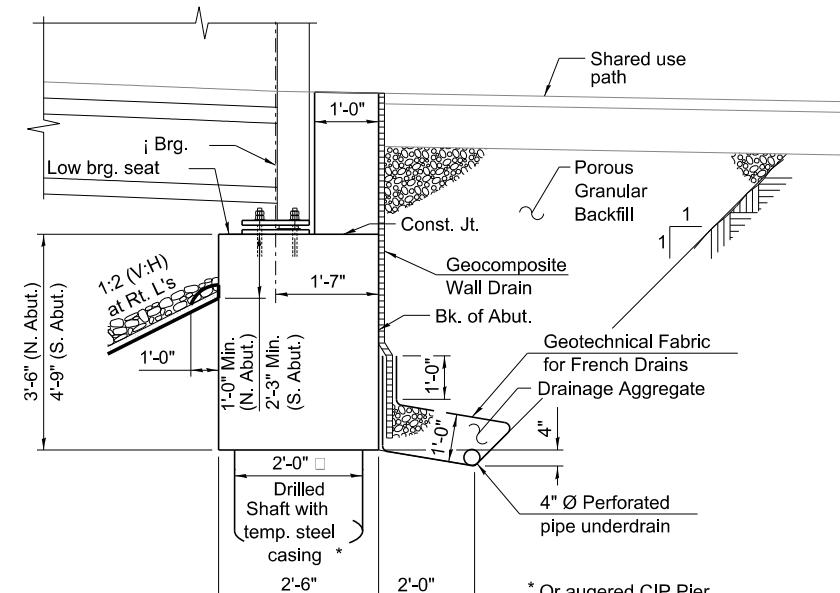
Filter fabric

4'-0"

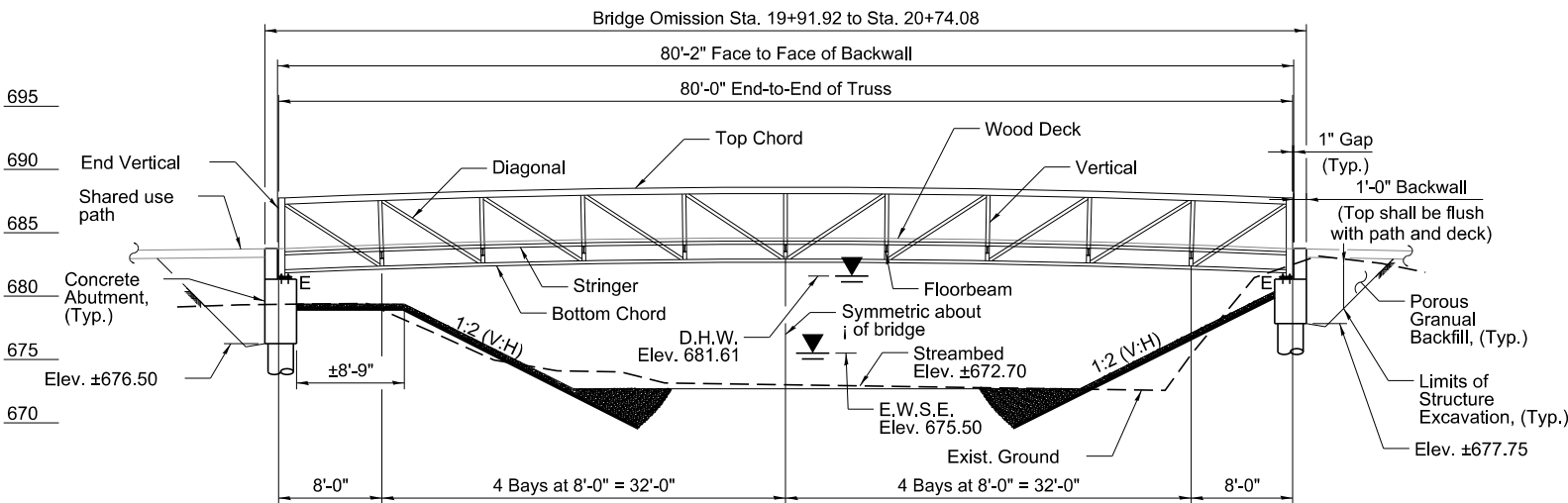
2'-8"

Diagram illustrating the cross-section of a stone riprap structure. The structure is 8'-0" wide at the top and 4'-0" high. It is composed of Stone Riprap Class A4 on a Bedding layer, which is supported by Filter Fabric. The slope is 1:2 (V/H) at Rt. L's. The structure is located at Streambed Elev. ±672.70. The riprap layer is 1'-4" thick, and the bedding layer is 6" thick.

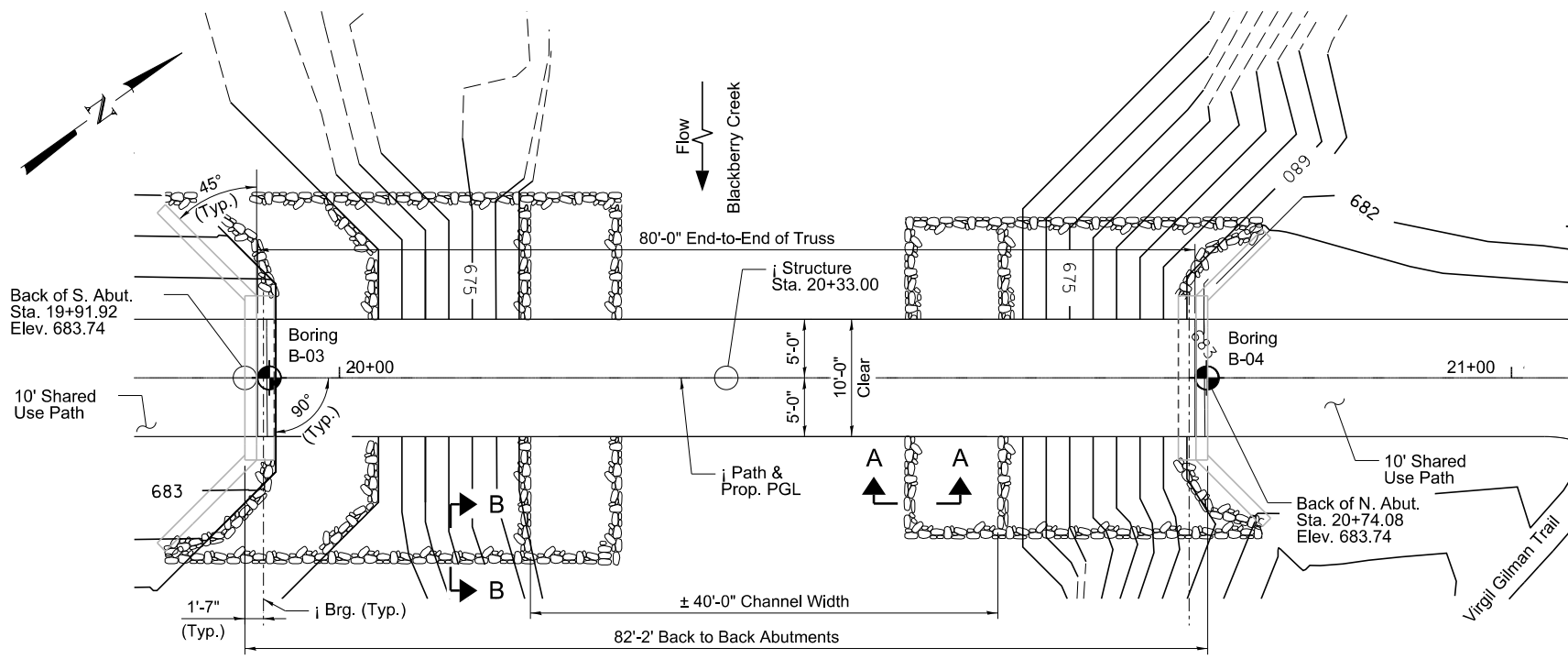
(N. Abut. shown, S. Abut. similar)



GENERAL PLAN  
PEDESTRIAN BRIDGE  
OVER BLACKBERRY CREEK  
KANE COUNTY  
STATION 20+33.00



ELEVATION  
(at i Structure)



## PLAN



DESIGNED - MRB	REVISED -
CHECKED - RJT	REVISED -
DRAWN - KMS	REVISED -
CHECKED - MRB	REVISED -

**STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

SHEET NO. 1 OF 1 SHEET

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	18-00030-00-BT	KANE	1	1
		CONTRACT NO.		
ILLINOIS FED. AID PROJECT				





Outstanding Service ~ Every Client ~ Every Day

**EXHIBIT G - Detailed Project Schedule**  
**Blackberry Creek Bridge and Shared Use Path**  
**Phase II Design Engineering Services**  
**Village of Sugar Grove**



Task Description	2022			2023												2024			
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Project Management, Coordination and Meetings																			
Notice to Proceed/Project Start-Up																			
Permitting																			
IDOT and Utility Coordination																			
Preliminary Concept Plan																			
Village of Sugar Grove Review																			
Pre-Final Plans, Specifications and Estimates																			
Village and IDOT Review																			
Initial Final Plans, Specifications and Estimates																			
IDOT Review																			
Final (100%) PS&E Submittal to IDOT																			
Bidding Support																			
Project Letting																			
Project Award & Contracting (by IDOT)																			
Preconstruction Meeting (by IDOT)																			
Construction Begins																			

