
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRAD MERKEL, DIRECTOR OF PUBLIC WORKS
SUBJECT: RESOLUTION: AUTHORIZING PSA FOR PHASE II & III ENGINEERING SERVICES BLACKBERRY CREEK PEDESTRIAN/BIKE BRIDGE PROJECT
AGENDA: APRIL 4, 2023 REGULAR BOARD MEETING
DATE: MARCH 30, 2023

ISSUE

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

DISCUSSION

This project was previously last discussed at the September 20, 2022 Board Meeting. At that time the Board approved a resolution with EEI the Phase II & III Engineering for the Blackberry Creek Pedestrian/Bike Bridge project, since then we received notice from IDOT denying the proposal since EEI was not performing at least 51% of the Project Engineering.

Staff reposted an RFQ for the Phase II & III Engineering and received 4 SOQ's. The consultant selection followed the Qualifications Based Selection (QBS) process in accordance with the Section 5-5 of the Bureau of Local Roads and Streets Manual, and has all the requirements of IDOT. HR Green was selected as the most Qualified of the 4 SOQ.

HR Green has provided a Phase II & III Engineering proposal of \$132,158.00.

This contract amount is approximately \$29,000 over the contract amount approved with the IGA's for this project, with increased permitting fees required, additional paperwork for the Natural Resources Review document which has expired, and the floodway permit not obtained during Phase I, attributed to the increase in costs. Staff believes we should proceed with the PSA, and the Village cover the additional cost from Road Infrastructure fund balance in an effort to continue to move this project forward without any additional delays. Additional requests to the other participants would add more time to get this project moving, thus continuing to delay the Letting and construction timeframe. This

Project is time sensitive and we must award all contracts by June of 2025 to receive funding.

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 \$49,685.00 per agency. The Village would commit to the additional \$29,000, for a total cost of \$78,685, with the other agencies contributing \$49,685.00.

RECOMMENDATION

The Village Board approves Resolution **#20230404PW4** authorizing an Agreement with HR Green for the Professional Engineering Services for the Phase II & III Engineering for the Blackberry Creek Pedestrian/Bike Bridge Project in the not to exceed amount of \$132,158.00.



RESOLUTION NO. 20230404PW4

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
HR GREEN FOR THE PHASE II & III 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 HR Green to provide professional preliminary, design and construction engineering services for the Phase II & 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 HR Green and the Village of Sugar Grove for Phase II & III 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 4th day of April, 2023.

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	_____	_____	_____	_____



E-mail

Print With Instructions

Reset Form

Agreement For

Agreement Type

Federal PE

Original

Using Federal Funds? ☒ Yes ☐ No

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

Brian Schiber

(630) 391-7230

bschiber@sugargroveil.gov

SECTION PROVISIONS

Local Street/Road Name

Key Route

Length

Structure Number

Blackberry Creek Shared-Use Path

N/A

0.23

New Structure

Location Termini

Belle Vue Lane to Virgil Gilman Trail

Add Location

Remove Location

Project Description

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

Engineering Funding ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

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

CONSULTANT

Prime Consultant (Firm) Name

Contact Name

Phone Number

Email

HR Green, Inc.

Tony Simmons

(630) 708-5029

tsimmons@hrgreen.com

Address

City

State

Zip Code

2363 Sequoia Drive | Suite 101

Aurora

IL

60506

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
Transportation

Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of

Resident Construction Supervisor
construction PROJECT

Authorized representative of the LPA in immediate charge of the engineering details of the

In Responsible Charge
Contractor

A full time LPA employee authorized to administer inherently governmental PROJECT activities
Company or Companies to which the construction contract was awarded

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: Direct Cost Worksheet
- ☐ _____
- ☐ _____

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

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 statue conviction for a violation occurring int he 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
HR Green, Inc.	42-0927178	\$132,158.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		\$0.00
Prime Consultant Total		\$132,158.00
Total for all work		\$132,158.00

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

Local Public Agency Type

Village of Sugar Grove

Village

Clerk

Title

Village Engineer

(SEAL)

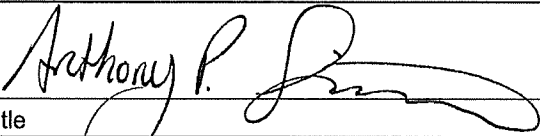
Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

HR Green, Inc.

By (Signature & Date)



Title

Regional Director

By (Signature & Date)



Title

President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Sugar Grove	HR Green, 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

See Exhibit A (attached).



EXHIBIT A

SCOPE OF SERVICES

For

**Blackberry Creek Bridge and Shared-Use Path
Phase II Engineering Services**

Mr. Brad Merkel
Director of Public Works
Village of Sugar Grove
160 S. Municipal Drive, Suite 110
Sugar Grove, Illinois, 60554
630.461.4755

Anthony P. Simmons, PE
Regional Director
HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, Illinois, 60506
630.708-5029
HR Green Project Number: 2302261

March 29, 2023

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THIS **AGREEMENT/SCOPE OF SERVICES** is between the VILLAGE OF SUGAR GROVE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT has initiated a project to provide a shared-use path connection between the Virgil Gilman Trail and Belle Vue Lane, including a new bridge over Blackberry Creek. The project will provide a safe alternative to Bliss Road for residents north of Blackberry Creek wanting to bike or walk to the commercial area along IL 47. A Phase I engineering study that details the overall proposed improvements was completed and documented in a Project Development Report (PDR), which was approved by IDOT on June 5, 2020. The IDOT-approved PDR will serve as the basis for the SCOPE OF SERVICES included herein.

The proposed improvements generally consist of a new 10' wide asphalt shared-use path with 3' wide earth shoulders on each side. The side slopes will tie into existing at a maximum slope of 3:1. At the south terminus, the path will cross Belle Vue Lane. The ramps, depressed curbs, and detectable warnings will meet ADA requirements. Pavement markings and advanced warning signage will be installed on Belle Vue Lane to alert motorists to the crossing. The proposed improvements include a new crossing of Blackberry Creek via a new bridge that is 80'-2" long with a 10' clear width and a cyclist/pedestrian bridge rail.

In general, this SCOPE OF SERVICES governs the Phase II engineering services required for the design of the new path and bridge. These services will include but are not limited to the following: supplemental field survey, utility coordination, permitting, landscaping restoration, environmental coordination, and the preparation of contract plans, specifications, and estimates. For the purposes of this SCOPE OF SERVICES, it is assumed that the Phase II engineering services will conclude within 12 months of COMPANY receiving notice to proceed from CLIENT.

CLIENT has secured Federal funding for construction of the project through the Illinois Transportation Enhancement Program (ITEP). As such, the Phase II engineering for the project will need to be processed through the IDOT Bureau of Local Roads (BLR) and be completed according to Federal Highway Administration (FHWA) and National Environmental Policy Act (NEPA) requirements, in addition to applicable State and local requirements.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT BLR Manual;
- B. IDOT Bridge Manual;
- C. Public Right-of-Way Accessibility Guidelines (PROWAG);
- D. Manual on Uniform Traffic Control Devices (MUTCD); and
- E. Kane County Stormwater Management Ordinance.

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Data Collection & Review

- A. COMPANY will review the Phase I design and supporting documentation, to become familiar with the project and to identify any design elements that may need to be developed further or be reevaluated before proceeding with the preparation of the detailed plans, specifications, and estimates. COMPANY will request from CLIENT and review the available materials that are pertinent to the development of the Phase II engineering. These materials include, but are not limited to the following:
 - 1. Phase I PDR and supporting documentation, including regulatory agency coordination/approvals;
 - 2. Environmental Survey Request (ESR);
 - 3. Preliminary Bridge Design Hydraulic Report (PBDHR);
 - 4. Type, Size and Location (TS&L) drawings;
 - 5. Survey data; and
 - 6. Phase I CAD files.
- B. COMPANY will coordinate with any utility companies found to have facilities located within the vicinity of the project limits. COMPANY will request from these utilities any available maps, plans and/or locate data of existing facilities for placement into a CAD base map for the design. An electronic (PDF) version of the plans will be provided to the utilities to assist with the coordination.
- C. COMPANY will perform limited, additional (pick-up) survey for existing conditions as needed to advance the Phase II design. This work will include incorporating the new survey data into the existing topographic survey base map and updates to the existing terrain model. All elevations will be based upon NAVD88 or local benchmarks. For the purposes of this SCOPE OF SERVICES, one (1) day of field work and one-half (½) day of drafting is included.

2.2 Environmental Coordination and Permitting

- A. *Addendum ESR* – It is anticipated that an addendum ESR will be needed to update the biological and cultural clearances, and potentially to include compensatory storage areas not accounted for in Phase I. The Phase I Natural Resource Review (NRR) from IDOT is dated December 2019. The NRR cleared biological resources and wetlands and was only valid for two (2) years. Consequently, the addendum ESR will serve as an update request for the NRR. It is anticipated that the addendum ESR review will result in the same finding (no involvement). A Bridge Bat Assessment is not required for this project.
- B. *Wetland Delineation and WIE* – The Phase I wetland delineation report is dated October 2017. The wetland delineation report will be updated for submittal with the United States Army Corps of Engineers (USACE) Section 404 Joint Application, given the report is more than five (5) years old. The updated delineation will also account for any areas potentially needed for floodway/floodplain compensatory storage. The

wetland impact evaluation (WIE) form will be updated and resubmitted to IDOT as needed.

- C. *Wetland Banking Coordination* – Coordination regarding wetland banking credits was initiated during Phase I. Per the NRR, there are two (2) wetlands and two (2) other surface waters (OSW) located within the ESR limits. There will be permanent impacts to one (1) wetland totaling 0.005 acres and OSW Site W1 totaling 0.0376 acres. The wetland Floristic Quality Index (FQI) is less than 20, which will not require higher mitigation ratios (wetlands are not high quality).

Compensation for unavoidable adverse wetland impacts was coordinated with a USACE approved mitigation bank. Per the November 26, 2019 letter from the Illinois Department of Natural Resources (IDNR), mitigation at the V3 Blackberry 2 Wetland Mitigation Bank was approved in the amount of 0.010 acres (0.005 acres at 2:1). The Phase II coordination will include the confirmation of available credits and associated costs at this bank, as well as the evaluation of alternative banking sites.

A direct cost of \$4,500 is included in this SCOPE OF SERVICES for COMPANY to purchase the wetland credits on behalf of CLIENT.

- D. *USACE Permitting* – The PDR and USACE coordination (LRC-2019-473) references the use of Regional Permit #3 (RP #3). Due to the recent removal of regional permits from the USACE permitting process, it is anticipated that Nationwide Permit #14 (NWP #14) will be applicable for the project. A Section 404 Joint Application will be prepared for submittal to USACE. The Joint Application will also be used for permitting coordination with the Kane-DuPage Soil and Water Conservation District (KDSWCD).
- E. *Level II Special Waste Screening* – The Phase I evaluation addressed special waste based on a Level II screening process. This process includes conducting a database review and site reconnaissance. Due to the age of the special waste review (March 2018), an updated database review and site reconnaissance will be necessary in Phase II. It is anticipated that the updated Level II screening will satisfy the special waste requirements and a Preliminary Environmental Site Assessment (PESA) will not be required, as no Potentially Impacted Properties (PIPs) are expected.
- F. *Special Waste Documentation* – The Phase I PDR indicated that if off-site disposal of soil at a Clean Construction and Demolition Debris (CCDD) facility is required, it is likely that form LPC-662 could be used. Form LPC-662 will be completed in Phase II. Up to eight (8) soil samples to a maximum depth of three (3) feet will be collected for a pH analysis to be completed and accompany the form. The analytical results will be compared to the Illinois Environmental Protection Agency (IEPA) allowable range of 6.25 to 9.00. It is assumed that the soil will be within these limits. Direct coordination with any CCDD facility is neither anticipated, nor included in this SCOPE OF SERVICES.
- G. *KDSWCD Permitting* – COMPANY will submit the erosion control plans, details and specifications to the Kane-DuPage Soil and Water Conservation District (KDSWCD) for review, approval and subsequent inspection during construction.

A direct cost of \$2,500 has been included in this SCOPE OF SERVICES for COMPANY to pay the following KDSWCD fees on behalf of CLIENT:

- Initial Review Fee (0-4 acres) – \$300
- Inspection Fee (0-4 acres) – \$690
- In-Stream/Streamside Work Fee (0-2 months) – \$700
- Resubmittal Fee (1) – \$110
- Pre-Construction Notification Fee – \$500
- Contingency for Fee Increase – \$200

H. *Kane County Stormwater Management Permit* – CLIENT is certified by Kane County to enforce the Stormwater Management Ordinance. A permit application for the project impacts will be provided to CLIENT to address the floodplain, wetland and erosion control requirements of the permit. This project is exempt from detention requirements based on the project's impervious area (path width is less than the AASHTO max width). Since the PBDHR was approved by IDOT BLR in Phase I, the completion of the floodplain compensatory storage calculations will be based on the 10-year and 100-year water surface elevations in the Waterway Information Table (WIT) or the Flood Insurance Study (FIS) profile and coordinated with the permitting agencies. Since this is considered a roadway project, the compensation will be provided at 1:1. The stormwater management permit submittal will contain the information described in Section C, D and G above, as well as Section I below. It is anticipated that there will be no additional wetland requirements as part of this permit that are not covered by the USACE permit. Since the stormwater management permit will be issued by CLIENT, no permitting fees are anticipated.

I. *Floodway Permit* – The Phase I PDR indicates that the floodway permit needs to be completed and submitted. This permit can be issued by IDOT BLR or the IDNR Office of Water Resources (IDNR-OWR). The Hydraulic Report was approved by IDOT BLR, so it is assumed that they will issue the floodway permit in Phase II and IDNR-OWR will not be involved in the project.

The floodway permit and the floodway compensatory storage calculations will be based on the floodway width scaled off the Flood Insurance Rate Map (FIRM) and the 10-year and 100-year water surface elevations from the WIT or the FIS. No additional hydraulic modeling is anticipated to be necessary.

It is assumed that no additional coordination with the Sugar Grove Park District and/or the Kane County Forest Preserve District will be required as part of the Phase II permitting effort. Per the Phase I PDR, Section 4(f) is not applicable as both entities are co-sponsors of this project and assuming maintenance responsibilities. The Intergovernmental Agreement (IGA) has already been executed.

2.3 Contract Plans

COMPANY will develop the Phase II contracts plans, specifications and estimates (PS&E) for the new bridge and multi-use path. The PS&E will be submitted to CLIENT and IDOT for review at the pre-final (95%), initial final (99%) and final (100%) milestones. The plans will also be submitted to CLIENT for concurrence at the preliminary (60%) milestone.

The typical sections, plan sheets and TS&L drawing included in the IDOT-approved PDR will serve as the basis for the Phase II PS&E development. The following sheets/tasks will be provided as part of the contract plans:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / General Notes / Standards / Commitments	1
Summary of Quantities	2
Typical Sections	1
Alignments and Benchmarks	2
Plan & Profiles (1" = 20')	4
Grading Plan for Compensatory Storage	1
Erosion Control Plans	2
General Plan and Elevation (GP&E)	1
General Data	1
Superstructure Details	1
Abutment Sheets	2
H-Pile Details	1
Soil Boring Logs	2
Miscellaneous Details	4
Cross Sections	6
Quantity Calculations	N/A
Total No. of Sheets	32

2.4 Specifications and Estimates

- A. COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents:
 1. Supplemental Specifications and Recurring Special Provisions;
 2. Project Specific Special Provisions (including those required by CLIENT and IDOT, District Three);
 3. BLR Special Provisions;
 4. BDE Special Provisions; and
 5. Guide Bridge Special Provisions.
- B. A Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will be prepared, in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES), established by the Illinois Environmental Protection Agency (IEPA). The SWPPP and NOI will be included with the specifications.
- C. COMPANY will prepare an Engineer's Opinion of Probable Cost (EOPC) for the project and submit to CLIENT and IDOT, District One for review and approval at the pre-final 95%, initial final (99%) and final (100%) milestones.
- D. COMPANY will prepare an Estimate of Time (EOT) needed for construction of the proposed improvements and submit to CLIENT and IDOT, District One for review and approval at the pre-final 95%, initial final (99%) and final (100%) milestones.

2.5 Meetings and Coordination

COMPANY will attend the following meetings and field checks:

- A. One (1) kick-off meeting at IDOT District One (2 people); and
- B. Three (3) progress meetings at CLIENT (2 people).

COMPANY will conduct general coordination throughout the project with CLIENT, IDOT District One, various stakeholders, and any utility companies having facilities within project limits. This item includes, but is not limited to letters, telephone, e-mail correspondence, and filing of information. This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

2.6 Quality Assurance and Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review, and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection/rating of subconsultants, and monitoring of deliverables.

2.7 Phase III Support

- A. COMPANY will assist with questions related to the design of the proposed improvements that may arise during bidding. For the purposes of this SCOPE OF SERVICES, four (4) responses to contractor Requests for Information (RFIs) have been assumed.
- B. COMPANY will review the shop drawings provided by the contractor for the new bridge over Blackberry Creek. COMPANY's comments, or approval, will be summarized in a letter addressed to CLIENT.

2.8 Administration

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project team; periodic review of the project execution; document control; scope, schedule, and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

3.0 Deliverables and Schedules Included in this SCOPE OF SERVICES

The following deliverables will be generated for this project and are included in this SCOPE OF SERVICES:

- A. Addendum ESR;
- B. Updated Wetland Delineation Report and WIE;
- C. USACE NWP #14;
- D. Updated Level II special waste screening memo;
- E. Form LPC-662;
- F. KDSWCD Permit;

- G. Kane County Stormwater Permit;
- H. IDOT Floodway Permit issued by IDOT BLR;
- I. Path and structural plans;
- J. Specifications (including SWPPP and NOI);
- K. EOPC;
- L. EOT;
- M. Four (4) responses to contractor RFIs; and
- N. Shop drawing review comments/approval letter.

All PS&E submittals to IDOT will be electronic.

For the purposes of this SCOPE OF SERVICES, it is assumed that all Phase II engineering services will conclude within 12 months of COMPANY receiving notice to proceed from CLIENT.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this SCOPE OF SERVICES:

- A. Phase I document updates, unless specifically included herein;
- B. Plats of any nature;
- C. ROW/easement negotiations and/or acquisition services;
- D. Field/drain tile surveys;
- E. Geotechnical services, other than the eight (8) soil samples for form LPC-662;
- F. USACE individual permit (NWP #14 assumed to be valid);
- G. Plant, animal and/or habitat surveys for T&E species or other;
- H. Conservation Plan or Incidental Take Authorization (ITA);
- I. PESA and/or Preliminary Site Investigation (PSI);
- J. Direct coordination with CCDD facilities;
- K. Section 4(f) coordination or documentation;
- L. Hydraulic modeling;
- M. IDNR-OWR permit and/or coordination;
- N. Detailed landscaping plans (other than basic restoration);
- O. Water main design and/or plans;

- P. Sanitary sewer design and/or plans;
- Q. Bid documents and/or bid review/analysis (project will be on a State letting); and
- R. Construction layout and/or construction observation.

Supplemental services not included in the SCOPE OF SERVICES can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None.

6.0 Client Responsibilities

CLIENT shall provide COMPANY with all materials that are pertinent to the development of the Phase II engineering. These materials include, but are not limited to the documents listed in Section 2.1 above.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried hourly rates current at the time the AGREEMENT is signed. These salaried hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable in accordance with the Illinois Prompt Payment Act. If any invoice is not paid within 60 days, COMPANY may, without waiving any claim or right against CLIENT, and without liability whatsoever to CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this SCOPE OF SERVICES shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the SCOPE OF SERVICES. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

CLIENT agrees to pay COMPANY on the following basis:

Time and Material Not to Exceed, as detailed in Exhibit D.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not

terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following

completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during

which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY 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. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide

professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal



entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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

**EXHIBIT B
PROJECT SCHEDULE**

4/4/23 - Village Board Approval of Draft Agreement
 4/7/23 - Draft Agreement and Section 1440 Request to IDOT
 5/1/23 - Section 1440 Notice to Proceed
 5/5/23 - Addendum ESR to IDOT
 6/2/23 - Joint Application and Supporting Documentation to USACE
 6/30/23 - Preliminary Plans to Village of Sugar Grove
 9/29/23 - Pre-Final PS&E to IDOT
 11/27/23 - Final PS&E to IDOT
 1/15/23 - Final CE and Funding Agreements to IDOT
 3/8/24 - Letting
 6/3/24 - Construction Begins

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Sugar Grove	HR Green, 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 03/15/23

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's Experience

30%

Past Performance

30%

Staff Capabilities

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 HR Green

2 Willett Hofmann

3 Benesch

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 type="checkbox"/>	<input checked="" 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"/>



Local Public Agency	County	Section Number
Village of Sugar Grove	Kane	18-00030-00-BT
Prime Consultant (Firm) Name	Prepared By	Date
HR Green, Inc.	Anthony P. Simmons	3/27/2023
Consultant / Subconsultant Name	Job Number	
HR Green, Inc.		

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 Shared-Use Path and Bridge

PAYROLL ESCALATION TABLE

CONTRACT TERM	12 MONTHS	OVERHEAD RATE	181.58%
START DATE	5/1/2023	COMPLEXITY FACTOR	
RAISE DATE	4/1/2024	% OF RAISE	2.00%
END DATE	4/30/2024		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2023	4/1/2024	11	91.67%
1	4/2/2024	5/1/2024	1	8.50%

Village of Sugar Grove

Kane

18-00030-00-BT

HR Green, Inc.

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

ESCALATION FACTOR	0.17%
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Local Public Agency

Village of Sugar Grove

County

Kane

Section Number

18-00030-00-BT

Consultant / Subconsultant Name

HR Green, 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	142	\$0.66	\$93.01
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)	1	\$221.71	\$221.71
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1	\$509.28	\$509.28
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	8	\$22.00	\$176.00
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
Wetland Credits	Actual Cost	0.03	\$150,000.00	\$4,500.00
Special Waste Database Review	Actual Cost	1	\$600.00	\$600.00
KDSWCD Review/Inspection Fees	Actual Cost	1	\$2,500.00	\$2,500.00
				\$0.00
TOTAL DIRECT COSTS:				\$8,600.00

Village of Sugar Grove

Kane

18-00030-00-BT

HR Green, Inc.

SHEET 1 OF 2

TO

Village of Sugar Grove

Kane

18-00030-00-BT

HR Green, Inc.

HR Green, Inc.

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC			Phase III Support			Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	78.13	8	33.33%	26.04				4	14.29%	11.16			
Senior Project Manager - Peo	75.41	8	33.33%	25.14									
Senior Engineer	73.10												
Lead Engineer	59.92				4	25.00%	14.98						
Project Manager	59.34				4	25.00%	14.83	10	35.71%	21.19			
Lead Environmental Planner	57.79												
Project Engineer II	45.83												
Staff Engineer II	35.67												
Staff Engineer I	32.30				8	50.00%	16.15						
Senior Design Technician	41.23												
Design Technician II	32.93												
Project Land Surveyor I	47.57												
Construction Engineer III	56.26	8	33.33%	18.75									
Project Coordinator	30.94							14	50.00%	15.47			
TOTALS		24.0	100%	\$69.93	16.0	100%	\$45.97	28.0	100%	\$47.82	0.0	0%	\$0.00

EXHIBIT E

DIRECT COST WORKSHEET

Blackberry Creek Bridge and Shared-Use Path
Phase II Engineering
Village of Sugar Grove
HR Green Project Number: 2302261

DATE: 3/29/2023

2.1 - Data Collection and Review

Mileage Rate:	\$0.655		
Destination	Mileage Round-Trip	Number of Trips	
HRG (Aurora) to Project Site	12	1	
Subtotal:	\$7.86		
2.1 - Total:	\$7.86		

2.2 - Environmental Coordination and Permitting

Wetland Credits (0.03ac x \$150,000/ac)	\$ 4,500.00
Database Review for Level II Screening	\$ 600.00
8 Soil Samples - pH only (\$22/sample)	\$ 176.00
KDSWCD Review/Inspection Fees	\$ 2,500.00

2.2 - Total: \$7,776.00

2.3 - Contract Plans

Printing Cost (bond), per sq. ft.:	\$0.45
Reduced Sheets (11"x17"), sq. ft.:	1.3
Full Size Sheets (22"x34"), sq. ft.:	5.2
Full Size Mylar Sheet Cost, ea.:	\$7.50

Total Number of Sheets = 32

Preliminary Submittal

	IDOT	Village	KCFPD	SGPD	Utilities	Total
Reduced Plan Sets	0	4	2	2	0	8
Full-Size Plan Sets	0	0	0	0	0	0

Subtotal: \$149.76

Pre-Final Submittal

	IDOT	Village	KCFPD	SGPD	Utilities	Total
Reduced Plan Sets	0	4	2	2	0	8
Full-Size Plan Sets	0	0	0	0	0	0

Subtotal: \$149.76

Final Submittal

	IDOT	Village	KCFPD	SGPD	Utilities	Total
Reduced Plan Sets	0	4	2	2	0	8
Full-Size Plan Sets	0	0	0	0	0	0

Subtotal: \$149.76

Specs/Proposal: \$60.00 (\$10.00 per specifications/proposal booklet X 6 sets)

2.3 - Total: \$509.28

2.5 - Meetings and Coordination

Mileage Rate:	\$0.655		
Destination	Mileage Round-Trip	Number of Trips	
HRG (AU) to Village PWD	16	3	
HRG (AU) to IDOT D1	82	1	

2.5 - Total: \$85.15

2.8 - Administration

Postage and Shipping Allowance \$ 221.71

2.8 - Total: \$221.71

GRAND TOTAL:	\$8,600.00
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