VILLAGE OF SUGAR GROVE BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: BRAD MERKEL, DIRECTOR OF PUBLIC WORKS

SUBJECT: RESOLUTION: AUTHORIZING AN AGREEEMENT WITH EEI FOR THE

2024 ROAD PROGRAM PROFESSIONAL DESIGN AND

CONSTRUCTION ENGINEERING

AGENDA: NOVEMBER 07, 2023, BOARD MEETING

DATE: OCTOBER 30, 2023

ISSUE

Should the Village Board approve a resolution with Engineering Enterprises, Inc. for Professional Design and Construction Engineering Services related to the 2024 Road Program.

DISCUSSION

The CMAP 5 Year Pavement Management Study was presented at the November 16, 2021, Board Meeting. Based on the results of the study and staff's review of the roads throughout the Village staff recommends proceeding with the 3rd year of the 5-year road program presented by CMAP.

The 2024 Road Program includes the resurfacing of the Windstone Subdivision including concrete improvements. The estimated cost of the 2024 Road Program Professional Design and Construction Engineering is \$184,000.00. The fieldwork portion of this agreement is billed at Time & Material, the Village Engineer will perform as much layout as possible and augment inspections to minimize Time & Material costs.

COST

The Professional Design and Construction Engineering for this Road Program is estimated at \$184,000.00. The Program will be included in the FYE 25 budget.

RECOMMENDATION

The Village Board approves Resolution #20231107PW1 authorizing an Agreement with Engineering Enterprises, Inc. for the Professional Engineering Services for the 2024 Road Program Design and Construction Engineering in the amount not to exceed is \$184,000.00.



RESOLUTION NO. 20231107PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR THE 2024 ROAD PROGRAM

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Engineering Enterprises, Inc. to provide design and construction engineering services for the 2024 Road Program, and to execute the attached agreement;

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between Engineering Enterprises, Inc. and the Village of Sugar Grove for the design and construction engineering services for the 2024 Road Program. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the Presiden Illinois, at a regular meeting the				rove, Kane County, , 2023.		
		Jennifer Konen, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois				
	ATTEST:					
		Rachel Wortham, Deputy Village Clerk Village of Sugar Grove				
	Aye	Nay	Absent	Abstain		
Trustee Matthew Bonnie						
Trustee Sean Herron						
Trustee Heidi Lendi						
Trustee Sean Michels		<u> </u>	<u> </u>			
Trustee Michael Schomas						
Trustee James F. White						
President Jennifer Konen		_				

2024 Road Program Village of Sugar Grove Professional Services Agreement – Design & Construction Engineering

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

A. Services:

ENGINEER agrees to furnish to the Village the following services: The ENGINEER shall provide any and all necessary engineering services to the Village as indicated on the Scope of Services (Attachment B). Design and Construction Engineering for all roadways indicated on Attachment D will be provided. Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$75,092, of which direct expenses are estimated at \$6,600. Construction Engineering will be paid for hourly at the actual rates for services to be performed, currently estimated at \$108,908, of which direct expenses are estimated at \$5,376. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide



written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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



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

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

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

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

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

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979



or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: _x_ United States Citizen ____ Resident Alien ____ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

ENGINEER shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against



the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Map

Attachment E: Estimated Schedule

Attachment F: 2023 Standard Schedule of Charges



L. Notices:

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

For the Village:

For the ENGINEER:

Village President and Village Clerk Village of Sugar Grove 160 S. Municipal Drive Suite 110 Sugar Grove, IL 60554

Deputy Village Clerk

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

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

Agreed to thisday of	, 2023.
Village of Sugar Grove:	Engineering Enterprises, Inc.:
	Michele L. Piotro
Jennifer Konen	Michele L. Piotrowski, PE, LEED
Village President	Vice President
	alifu 1Ch
Rachel Wortham	Christopher J. Ott, PE

Project Manager

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



2024 Road Program – Design and Construction Engineering Village of Sugar Grove

Attachment B - Scope of Services

The Village of Sugar Grove requires Design and Construction Engineering services for the Village's 2024 Road Program. A map of the roadways to be included in the program can be found in Attachment D of this proposal. The Village will utilize a combination of MFT funds and Local Funds to fund their annual road program.

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

Preliminary Planning:

- Initiate coordination with the following agencies
 - Illinois Department of Transportation (IDOT) Section # Request
 - Kane County Division of Transportation Intersection of Bliss Road & Windstone
- Coordinate and develop with Village Staff the final scope and parameters of services to be provided.
- Prepare and submit preliminary documents to IDOT for use of MFT funds
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Analyze geotechnical site data, including pavement core analysis

Design Engineering:

- Analyze & Finalize roadway rehabilitation methods
- Perform Field Review of Existing Conditions including review of the following:
 - Sidewalk
 - Curb & Gutter
 - Driveway Aprons
 - Sanitary Manholes
 - Valve Vaults
 - Storm Inlets & Manholes
- Prepare construction specifications, consisting of, but not limited to, the following:
 - All required bidding and letting information and contractual forms
 - Village special provisions and contracting information
 - Project specific specifications and special provisions
 - State specifications and provisions
 - Prevailing Wages
 - Pavement Core Reports
 - By Street Quantity Breakdowns
 - Aerial Exhibits Showing Improvement Limits
- Coordinate reviews with the Village of Sugar Grove and IDOT
- Process required documents with IDOT for MFT project including:
 - Bid Package
 - BDE 213 Estimate of Cost
 - o BLR 14220 Resolution
 - BLR 14222 Estimate of Municipal Maintenance Costs
 - Disposition of Comments (for the final submittal)

- Perform soil management services for documentation of final disposition at Clean Construction and Demolition Debris (CCDD) facilities. Based on a preliminary review we anticipate completion of LPC-Form documents as indicated below:
 - o One (1) LPC-662 document for all the resurfacing streets
- Prepare preliminary and final cost estimates.
- Prepare and provide final contract drawings, documents and specifications for bidding.
 Specifications will include all necessary information for the bidder, including construction methodology, special provisions for construction and direction to the bidder regarding Village specific requirements, construction ordinances and project specific guidelines.
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; prepare and submit contracts to Village and IDOT.
- Provide all specifications in 8 ½" x 11½" format and bound and in quantities as required.
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule.

Construction Engineering

- Attend the Pre-Construction Meeting with the Contractor and Village Staff
- Distribute Pre-Construction Flyers
- Provide Pre-Construction Photos & Videos documenting existing conditions
- Provide construction layout for the proposed improvements
- Provide resident engineering for periodic on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications.
- Monitor adherence to construction schedule and make recommendations when appropriate.
- Monitor traffic control on a regular basis.
- Gather material inspection and coordinate any required testing on behalf of the Village.
- Provide guidance to the contractor when questions arise during construction.
- Prepare/verify pay estimates.
- Provide information to residents as required.
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with Village weekly, or as required based on onsite activities.
- Prepare and submit final documents to IDOT for use of MFT Funds
- Recommend release of final payment upon project acceptance

Exclusions:

- No allowance has been made for any soil analytics (other than pH testing) or preparation of an LPC-663 form
- No allowance has been made for topographic survey

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

All documents prepared by Engineering Enterprises, Inc. shall be done so by, or under the supervision, of a Professional Engineer, licensed within the State of Illinois. Plans shall be signed and sealed by the design or supervising engineer. All of the latest design standards shall be utilized, including the most recent versions of the Standard Specifications for Road and Bridge

Construction in Illinois, the Manual on Uniform Traffic Control Devices and the Standard Specifications for Water and Sewer Main Construction in Illinois.

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

The following program guidelines for the 2024 Road Program will be employed to ensure the best possible end result for the Village, targeting a letting in February or March of 2024:

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

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

CLIENT	PROJECT NUMBER	
Village of Sugar Grove	SG2312-V	
PROJECT TITLE	DATE	PREPARED BY
2024 Street Program - Design and Construction Engineering	10/5/23	CJO

TASK NO. TASK DESCRIPTION		ROLE	PIC	PM	SPE 1	PE	SPT 2	SPT 1	ADMIN			
	PERSON								HOURS	CO	ST	
		RATE	\$234	\$204	\$179	\$162	\$167	\$156	\$70			
DESIGN	N ENGINEERING											
2.1	Project Management and Coordination		4	16	6					26	\$	5,274
2.2	Meetings with Village Staff		2	2	2	4				10	\$	1,882
2.3	Data Collection (GIS, List of Known Issues, etc.)			2		4				6	\$	1,056
2.4	Analyze/Finalize Roadway Rehabiliation Methods			2	4	6				12	\$	2,096
2.5	Field Review of Existing Conditions			4	28	52				84	\$ 1	4,252
2.6	Final Exhibits, Specifications and Estimates			6	40	88	24	40	2	200	\$ 3	3,028
2.7	QC/QA of Bid Package			8	4					12	\$	2,348
2.8	Revisions & Disposition Based on IDOT Comments			2	4	8	4	8		26	\$	4,336
	Bidding, Letting & Contracting		2	4	12	4			2	24	\$	4,220
	Insert Tas	k Subtotal:	8	46	100	166	28	48	4	400	\$ 6	8,492
CONST	CONSTRUCTION ENGINEERING											
3.1	Construction Administration		2	24		4		,		30	\$	6,012
3.2	Pre-Construction Meeting, Photos, Videos & Flyers		2	2		12				16	\$	2,820
3.3	Construction Layout			4		28				32	\$	5,352
3.4	Construction Observation and Documentation			8		480				488	\$ 7	9,392
3.5	Pay Estimates			4		16			2	22	\$	3,548
3.6	Punchlist Coordination and Work			2		16				18	\$	3,000
3.7	Project Closeout			4		16				20	\$	3,408
	Insert Tas	k Subtotal:	4	48	-	572	-	-	2	626	\$ 10	3,532
	PROJECT	Γ TOTAL:	12	94	100	738	28	48	6	1,026	17.	2,024

EEI STAFF

SPM Senior Project Manager
PM Project Manager
SPE 1 Senior Project Engineer I
PE Project Engineer
SPT 2 Senior Project Technician 2
SPT 1 Senior Project Technician 1

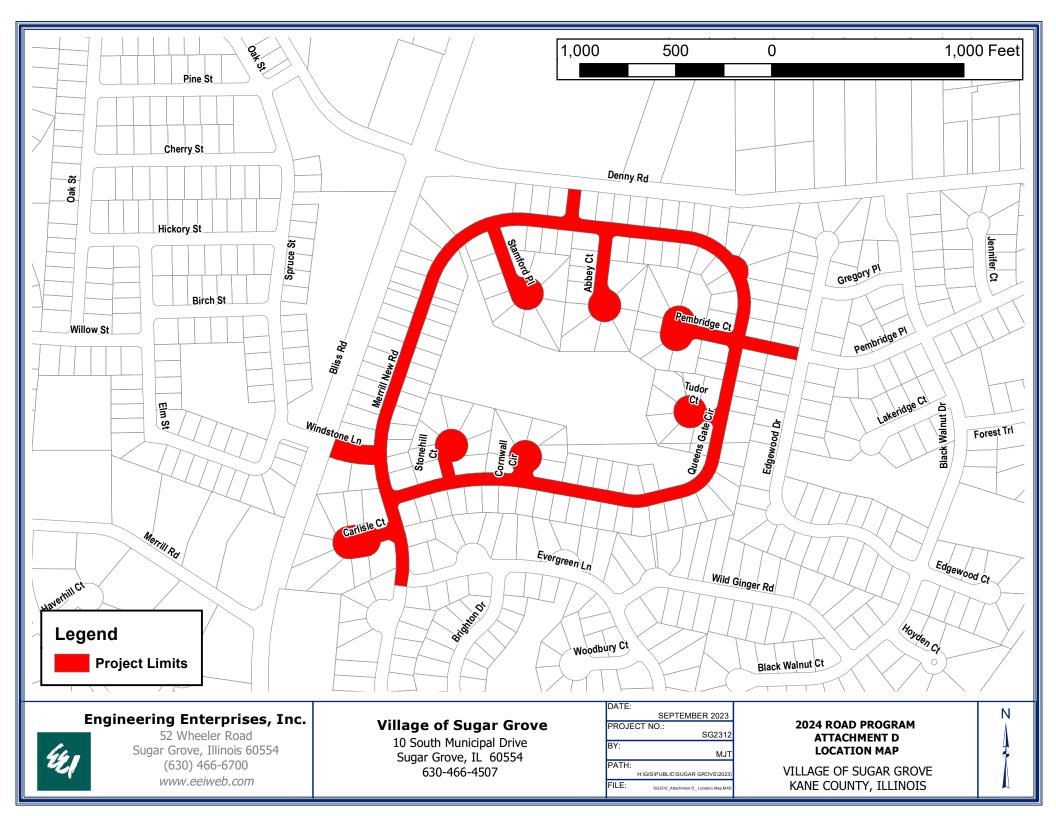
ADMIN Adminstrative Assistant

LABOR SUMMARY

EEI Labor Expenses = \$ 172,024

TOTAL LABOR EXPENSES \$ 172,024

TOTAL COSTS \$ 184,000



ATTACHMENT E: ESTIMATED SCHEDULE CLIENT PROJECT NUMBER Village of Sugar Grove SG2312-V PROJECT TITLE PREPARED BY DATE 2024 MFT Road Program - Design & Construction Engineering 10/6/23 CJO TASK TASK DESCRIPTION 2022 2023 NO. OCT NOV DEC JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | Design Engineering 2 Bidding Contracting 3 4 Construction Project Closeout







STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation \$ 15.00

In-House Scanning and Reproduction \$0.25/Sq. Ft. (Black & White)

\$1.00/Sq. Ft. (Color)

Reimbursable Expenses (Direct Costs)

Cost

Services by Others (Direct Costs) Cost + 10%

Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone \$ 216.00 Expert Testimony \$ 271.00