
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRAD MERKEL, DIRECTOR OF PUBLIC WORKS
SUBJECT: RESOLUTION: AUTHORIZING PSA FOR PROFESSIONAL PRELIMINARY & DESIGN ENGINEERING SERVICES FOR WHEELER ROAD RESURFACING STP PROJECT - EEI
AGENDA: MAY 21, 2024, REGULAR VILLAGE BOARD MEETING
DATE: MAY 9, 2024

ISSUE

Should the Village Board approve a resolution with Engineering Enterprises, Inc. for the Professional Preliminary & Design Engineering Services for Wheeler Road Resurfacing STP Project.

DISCUSSION

The Surface Transportation Program (STP) provides funding to municipalities for projects on the Federal-Aid Highway System. At the last Kane/Kendall Council of Mayors (KKCOM) a representative from CMAP indicated there is approximately \$200 million of "Leftover" STP funds and encouraged local municipalities to move any projects forward to increase the chances of receiving funding. About every three years, the Council has a call for all eligible projects. Wheeler Road Resurfacing has been submitted for STP funding and to make the project more eligible for funding staff recommends completing the Preliminary & Design Engineering at this time, however there is no guarantee we will receive STP funding. Wheeler Road Resurfacing was planned for the 2025 Road Program, to be completed in Fiscal Year 2025-2026.

Projects approved for STP funding are eligible for a match ratio of 75% of the construction and construction engineering costs. Preliminary & Design Engineering would be funded 100% by the Village.

Attached for your review is the proposal from Engineering Enterprises, Inc. to provide Professional Preliminary and Design Engineering Services for the Wheeler Road Resurfacing STP Project.

COST

The total cost for the Professional Preliminary & Design Engineering Services for Wheeler Road Resurfacing STP Project is \$40,000.00. The FYE2025 budget does not include this cost for Design Engineering, however, the 5-year Road Program already included this expense, but we are simply moving up design engineering one year to try to become better eligible for STP funding. Account Number 35-53-6303: Engineering Services will be adjusted during the 6-month update to include the \$40,000 expense.

RECOMMENDATION

The Village Board approves Resolution # **20240521PW1** authorizing an agreement with Engineering Enterprises, Inc. for the Professional Preliminary & Design Engineering Services for Wheeler Road Resurfacing STP Project.



RESOLUTION NO. 20240521PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
ENGINEERING ENTERPRISES, INC. FOR THE PROFESSIONAL
PRELIMINARY & DESIGN ENGINEERING SERVICES FOR WHEELER
ROAD RESURFACING STP PROJECT.**

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

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

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between Engineering Enterprises, Inc. and the Village of Sugar Grove to provide professional preliminary & design engineering services for Wheeler Road resurfacing STP project. 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 21st day of May, 2024.

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

ATTEST: _____
Tracey Conti, Clerk
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
President Jennifer Konen	_____	_____	_____	_____



May 7, 2024

Mr. Brian Schiber
Village Engineer
Village of Sugar Grove
601 Heartland Drive
Sugar Grove, IL 60554

**Re: Professional Preliminary & Design Engineering Services for
Wheeler Road Resurfacing - STP
Village of Sugar Grove, Kane County, IL**

Dear Mr. Schiber:

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

To summarize, the proposed preliminary and design engineering services to complete this work are proposed to be provided in a total not to exceed amount of \$40,000.00, which includes:

- Preliminary and Design Engineering Services - \$35,712
- Direct Expenses, including Pavement Cores (Performed by Rubino Engineering) – \$4,288

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

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

Michele L. Piotrowski, P.E., LEED AP
Vice President

MLP
Enclosure

pc: Mr. Scott Koeppel, Village Administrator
Mr. Brad Merkel, Director of Public Works
CJO, DMT, ARS - EEI

***Wheeler Road Resurfacing
Village of Sugar Grove
Professional Services Agreement – Preliminary 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). Preliminary and Design Engineering for all roadways indicated on Attachment D will be provided. Construction Engineering services are not included and would be provided in a separate agreement. All Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

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. Preliminary and Design Engineering will be paid for monthly based on the percentage of the project that is complete. The estimated amount for the Preliminary and Design Engineering Services for the project is \$40,000 which includes: Preliminary and Design Engineering Services (\$35,712 to be paid for hourly) and Direct Expenses, including Pavement Cores, (\$4,288 to be paid on an actual basis). The hourly rates for this project are shown in Attachment F. All payment will be made accordingly 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:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: ☒ 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) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

The 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 attached Exhibits. Except for those terms included on the Exhibits, no additional terms are

included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimate of Level of Effort and Associated Cost
- Attachment D:** Location Map
- Attachment E:** Estimated Schedule
- Attachment F:** 2024 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:

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

For the ENGINEER:

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 this ____ day of _____, 2024.

Village of Sugar Grove:

Engineering Enterprises, Inc.:

Jennifer Konen
Village President

Michele L. Piotrowski, P.E., LEED AP
Vice President

Tracey Conti
Village Clerk

Angie Smith
Executive Assistant

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

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

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

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

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

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.

Wheeler Road Resurfacing Surface Transportation Program Village of Sugar Grove

Attachment B – Scope of Services Preliminary & Design Engineering

The Village of Sugar Grove requires Preliminary & Design Engineering services for the Village's Wheeler Road Resurfacing Project. This project is currently on the contingency list but will be funded through the Kane/Kendall Council of Mayors and will utilize federal funding for Construction and Construction Engineering in the future. A map of the roadway to be included in the program can be found in Attachment D of this proposal.

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

Preliminary Engineering:

- 1.1 Preliminary Project Management, Coordination and Meetings
 - Initial Coordination with Illinois Department of Transportation for Processing Federally Funded Projects Including a Section Number Request
 - Subconsultant Coordination and Review
 - Project Scheduling
 - Project Management
- 1.2 Project Meetings
 - Project Kick-Off Meeting with Village
 - Attend IDOT District One Phase 1 Kick-Off Meeting
 - Attend FHWA Coordination Meeting
- 1.3 Phase I Engineering
 - Prepare Preliminary Plans
 - Prepare Categorical Exclusion Group I Report (BLR 19100) for Approval
 - Revise Categorical Exclusion Group I Report (BLR 19100) Based on IDOT Comments
 - Submit Final Categorical Exclusion Group I Report (BLR 19100) for Approval
- 1.4 Environmental Survey Request & Special Waste Screening
 - Create Environmental Survey Request Exhibit
 - Submit Environmental Survey Request
 - Special Waste Screening

Design Engineering:

- 2.1 Design Project Management, Coordination and QC/QA
 - Attend IDOT District One Phase 2 Kick-Off Meeting
 - Subconsultant Coordination and Review
 - Project Scheduling
 - QC/QA of Plans, Specifications and Estimate of Cost
- 2.2 Site Review of Existing Conditions
 - Conduct Site Visit to Assess Condition of Existing Pavement, Shoulder, Driveways and Culverts
 - Confirm Pavement Design and Pavement Rehabilitation Strategy
 - Obtain Pavement Cores for Pavement Design (Performed by Rubino)

2.3 Prepare Existing Condition Plan Sheets

- Obtain, Review and Inventory Existing Utility, Roadway and Right-of-Way Information
- Utilize GIS & Aerial to Develop Base Plan Sheets

2.4 Pre-Final Plans, Specifications & Estimates

- Coordinate with Village Staff the Final Scope of Improvements
- Prepare Prefinal Final Plans Including the Following:
 - Prepare Base Plan Set, IDOT Format
 - General Notes, Legend and List of Highway Standards
 - Summary of Quantities
 - Typical Sections
 - Plan Sheets
 - Village Details
 - District One Details
- Prepare Specifications
 - Project Specific Special Provisions
 - Bureau of Design and Environment Provisions
 - District One Special Provisions
 - Bureau of Local Roads and Streets Special Provisions
- Prepare Cost Estimate (BDE 213)
- Prepare Estimate of Time (BDE 220A)
- Prepare Lump Sum Item Breakdown

2.5 Final Plans, Specifications & Estimates

- Prepare Disposition of Comments for Any Comments Provided by IDOT
- Make Any Necessary Revisions to Plans, Specifications & Estimate of Cost
- Submit Final Plans, Estimate of Cost, Estimate of Time, Lump Sum Item Breakdown and Special Provisions to IDOT for Approval

Exclusions:

- No allowance has been made for public information meetings.
- No allowance has been made for Full Project Development report (BLR 22210)
- No Construction Engineering services have been included.

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 Wheeler Road Resurfacing will be employed to ensure the best possible end result for the Village, targeting a letting in June of 2025:

- 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					SG2410-V	
PROJECT TITLE					DATE	PREPARED BY
Wheeler Road Resurfacing - Preliminary and Design Engineering					5/2/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$241	\$210	\$186	\$168	\$175	\$164	\$72		
PRELIMINARY ENGINEERING											
1.1	Preliminary Project Management, Coordination and QC/QA		2	6						8	\$ 1,742
1.2	Project Meetings		2	6		6				14	\$ 2,750
1.3	Phase I Engineering			4	8	12	2	8		34	\$ 6,006
1.4	Environmental Survey Request & Non-Special Waste Screening			2	2	4	2	6		16	\$ 2,798
Insert Task Subtotal:			4	18	10	22	4	14	-	72	\$ 13,296
DESIGN ENGINEERING											
2.1	Design Project Management, Coordination and QC/QA		2	8						10	\$ 2,162
2.2	Site Review of Existing Conditions			2	6					8	\$ 1,536
2.3	Prepare Existing Conditions Plan Sheets				2	4	4	8		18	\$ 3,056
2.4	Pre-Final Plans, Specifications & Estimates			2	12	20	8	24		66	\$ 11,348
2.5	Final Plans, Specifications & Estimates			2	4	8	2	8	2	26	\$ 4,314
Insert Task Subtotal:			2	14	24	32	14	40	2	128	\$ 22,416
PROJECT TOTAL:			6	32	34	54	18	54	2	200	35,712

EEI STAFF

PIC Principal In Charge
 PM Project Manager
 SPE 1 Senior Project Engineer I
 PE Project Engineer
 SPT 2 Senior Project Technician II
 SPT 1 Senior Project Technician I
 ADMIN Administrative Assistant

DIRECT EXPENSES

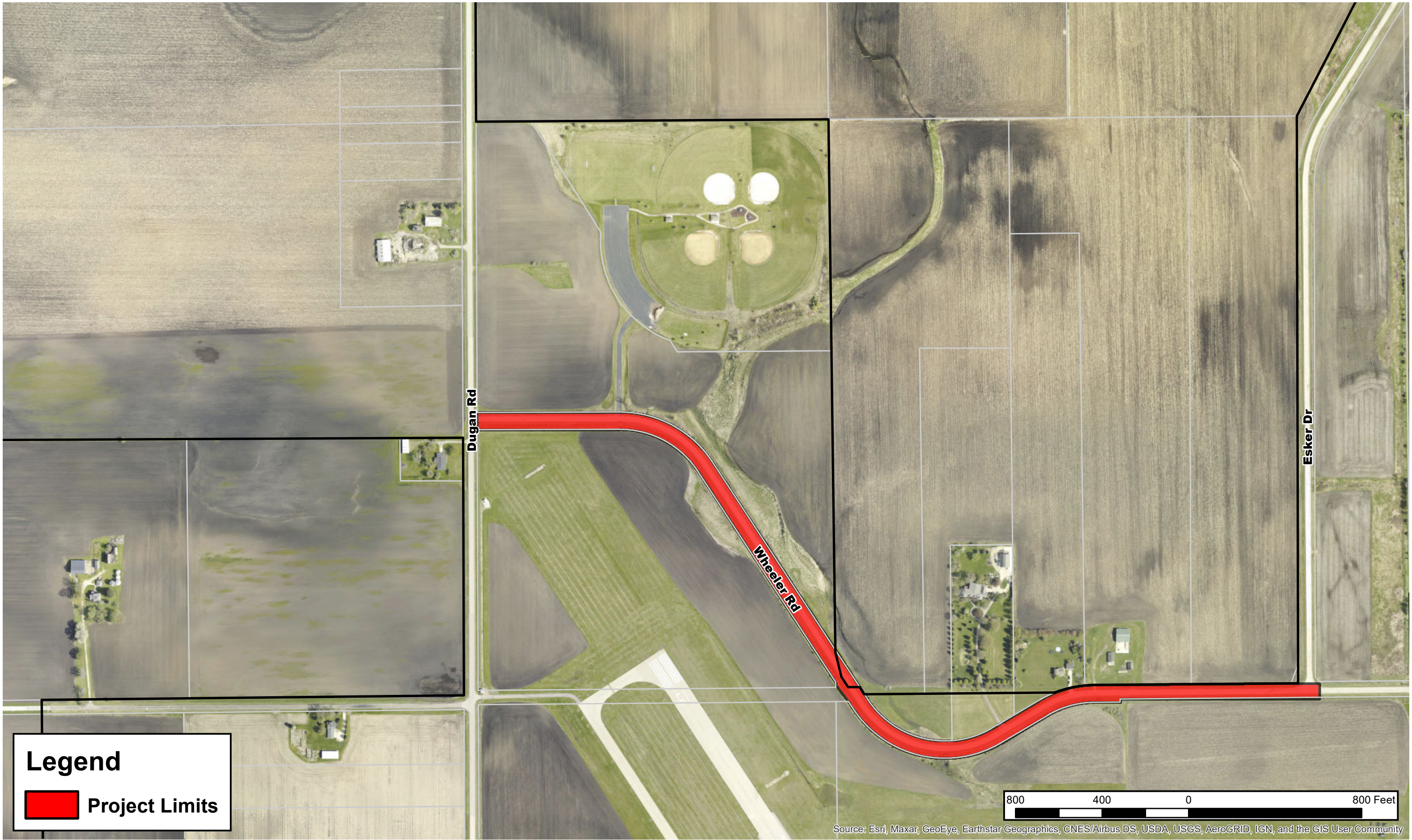
Printing/Scanning = \$ 208
 Rubino (Pavement Cores) = \$ 4,080

DIRECT EXPENSES = \$ 4,288

LABOR SUMMARY

EEI Labor Expenses = \$ 35,712
TOTAL LABOR EXPENSES \$ 35,712

TOTAL COSTS \$ 40,000



Legend

 Project Limits



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

Village of Sugar Grove

10 S. Municipal Drive
Sugar Grove, IL 60554
630-466-4507

NO.	DATE	REVISIONS	

DATE:	MARCH 2022
PROJECT NO.:	SG2205
PATH:	H:\GIS\PUBLIC\SUGARGROVE\2020\SG2205
FILE:	SG2205 WHEELER RD LOCATION MAP

VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

ATTACHMENT D
WHEELER ROAD
LOCATION MAP



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT									PROJECT NUMBER						
Village of Sugar Grove									SG2410-V						
PROJECT TITLE									DATE			PREPARED BY			
Wheeler Road Resurfacing - Preliminary and Design Engineering									4/29/24			CJO			
TASK NO.	TASK DESCRIPTION														
		2024						2025							
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	
PRELIMINARY ENGINEERING															
1.1	Preliminary Project Management, Coordination and QC/QA														
1.2	Project Meetings														
1.3	Phase I Engineering														
1.4	Environmental Survey Request & Non-Special Waste Screening														
DESIGN ENGINEERING															
2.1	Design Project Management, Coordination and QC/QA														
2.2	Site Review of Existing Conditions														
2.3	Prepare Existing Conditions Plan Sheets														
2.4	Pre-Final Plans, Specifications & Estimates														
2.5	Final Plans, Specifications & Estimates														





Engineering Enterprises, Inc.

ATTACHMENT F

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
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		\$ 225.00
Expert Testimony		\$ 275.00