
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRAD MERKEL, DIRECTOR OF PUBLIC WORKS
SUBJECT: RESOLUTION: AUTHORIZING AN PSA WITH EEI FOR A PUBLIC WATER SUPPLY LOAN PROGRAM PROJECT PLAN
AGENDA: APRIL 14, 2025, BOARD MEETING
DATE: APRIL 9, 2025

ISSUE

Should the Village Board approve a resolution with Engineering Enterprises, Inc. for a Public Water Supply Loan Program Project Plan.

DISCUSSION

The Village has several large Public Works Capital Improvement Projects (Maple Street & Joy Court water main replacement and the New Bond Water Tank Rehabilitation) that will need to be completed with the next several years in addition to the IDOT IL Rt 47 widening project. Village staff have been looking into funding options for these projects. One of the most cost-effective options is the IEPA Public Water Supply Loan Program (PWSLP). Recently Scott and Matt met with the IEPA to discuss options, eligibility, process and timelines. The date to submit applications ends at the end of March each calendar year. To be eligible for the loan, the Village must prepare and submit to the IEPA a PWSLP Project Plan for review and approval by the IEPA. Staff requested a PSA from EEI to complete and submit the PWSLP Project Plan and it is attached for your review. The goal is to hit the next submittal deadline for IEPA of March 31, 2026, as the whole process takes about a year to complete.

The cost to prepare and submit the PWSLP Project Plan is estimated at \$31,500.00.

COST

The cost is estimated at \$31,500.00. The Utilities Capital Projects fund 51-71-6303 Engineering Services includes funds for this project.

RECOMMENDATION

The Village Board approves Resolution **#20250415PW1** authorizing an Agreement with Engineering Enterprises, Inc. for the PWSLP Project Plan in the not to exceed amount of \$31,500.00.



RESOLUTION NO. 20250415PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN PSA WITH EEI FOR
PUBLIC WATER SUPPLY LOAN PROGRAM PROJECT PLAN**

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to approve a PSA with EEI 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 PSA with EEI for the Public Water Supply Loan Program Project Plan. 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 15th day of April 2025.

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

ATTEST: _____
Tracey Conti, Village 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	_____	_____	_____	_____



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

April 7, 2025

Mr. Brad Merkel
Public Works Director
Village of Sugar Grove
601 Heartland Drive
Sugar Grove, IL 60554

Re: Professional Services Agreement
PWSPL Project Plan –
Maple/Joy Water Main Replacement and New Bond Road Tank Rehabilitation

Dear Mr. Merkel:

This letter and associated attachments represent EEL's Professional Services Agreement with the Village of Sugar Grove for the above referenced project. Attachments include a detailed scope of services, a project schedule, IEPA contract clauses, and an estimated level of effort and associated cost. We offer our professional engineering services for a fixed fee of \$31,500.00.

We are excited about the opportunity of working with Village staff on this project. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A blue ink signature of Michele L. Piotrowski, written in a cursive style, enclosed within a thin blue rectangular border.

Michele L. Piotrowski, PE, LEED AP
Vice President

pc: Accounting, File, VH - EEL

Agreement for Professional Services
PWSLP Project Plan –
Maple/Joy Water Main Replacement and New Bond Road Tank Rehabilitation

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:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment A.

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:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. The professional engineering services will be paid for as a fixed fee in the amount of \$31,500. All payments 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, Contractor, 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.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided in 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: Scope of Services

Attachment B: Estimated Level of Effort and Associated Cost

Attachment C: Anticipated Project Schedule

Attachment D: Standard Terms and Conditions

Attachment E: Standard Schedule of Charges – January 1, 2025



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
Sugar Grove, IL 60554

For the Contractor:

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

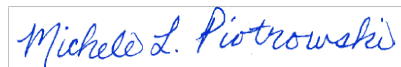
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2025.

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



**PWSLP Project Plan –
Maple/Joy Water Main Replacement and New Bond Road Tank Rehabilitation
Village of Sugar Grove, IL
Professional Services Agreement**

Attachment A – Scope of Services

The Village's intent is to implement various water system improvements which include the New Bond Road Water Storage Tank Rehabilitation and Maple Street and Joy Court Water Main projects, that will utilize funds from the IEPA Public Water Supply Loan Program (PWSLP). To be eligible for the loan, the Village must prepare and submit to IEPA a PWSLP Project Plan for review and approval by the IEPA. The Village is seeking engineering services to prepare the necessary PWSLP Project Plan.

The following list of work items establishes the scope of engineering services for this project:

Task 1 - PWSLP Project Plan

- 1.1 Project Management
 - General coordination with the Village
 - Budget tracking
 - Management of personnel and the engineering contract
- 1.2 Kickoff Meeting and Progress Review Meeting (2 Meetings Total)
 - Kick-Off Meeting – EEI will lead a Project Kick-Off Meeting to establish expectations and overall objectives / timelines for the project
 - Progress Review Meeting – EEI will lead a Progress Review meeting to discuss current status and schedule for the project
 - Coordination, attendance, and meeting outline and minutes
- 1.3 Prepare Request for Information (RFI) and coordinate with the Village regarding loan application requirements.
- 1.4 Prepare Project Plan including any necessary exhibits and submit to the IEPA. Work includes but is not limited to:
 - Apply for National Historic Preservation Act and IDNR sign-offs
 - Complete IEPA Loan Applicant Environmental Checklist
 - Prepare project cost estimates
 - Prepare Existing User Charge and O, M and R Certification Sheet
 - Revise Project Plan (if necessary) per comments from the IEPA
- 1.5 IEPA Project Plan Review Coordination including working with the IEPA to review the Project Plan and prepare and submit the Preliminary Environmental Impact Determination (PEID) to the Village.
- 1.6 Funding Nomination Form Preparation and Submittal to the IEPA (Pending Preliminary Environmental Impacts Determination (PEID) Approval from IEPA)

The above scope for the PWSLP Project Plan summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges.





EXCLUSIONS AND POTENTIAL ADDITIONAL WORK ITEMS

Exclusions – LSLR Project Plan

- Coordination with Army Corps of Engineers if project involves construction in or a near a stream bank, floodway and/or wetland.
- Coordinating and submitting publications to the newspaper.
- Obtaining the certified copy of the advertisement for the PEID public hearing.
- Attending the PEID public hearing.
- Preparing written correspondence to IEPA regarding comments or questions received at the PEID public hearing.
- Preparing written correspondence to IEPA regarding comments or questions received during the 10-day comment period following the PEID public hearing.

Potential Additional Work Items – Fees are Variable Depending on Particular Desired Scope, so Costs Not Included in Fee Estimates and Requires Further Discussion

- Attendance at a Village Board meeting
- Financial cost option analysis (i.e., rate studies, payment structures)
- Public Relations Assistance
- Design/Construction Engineering



ATTACHMENT B: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT						PROJECT NUMBER				
Village of Sugar Grove						SG2512				
PROJECT TITLE						DATE			PREPARED BY	
PWSLP Project Plan						4/7/25			VH/MLP	
TASK NO.	TASK DESCRIPTION	ROLE RATE	PIC \$256	PM \$218	PE \$193	PE \$175	GIS Tech \$130	ADMIN \$75	HOURS	COST
TASK 1 - PWSLP PROJECT PLAN										
1.1	Project Management		3	6	-	-	-	-	9	\$ 2,076
1.2	Kickoff Meeting and Progress Review Meeting (2 Meetings Total)		6	10		10		1	27	\$ 5,541
1.3	RFI and Coordination with the Village		1	16	-	8	-	-	25	\$ 5,144
1.4	Project Plan		-	24	-	60	12	1	97	\$ 17,367
1.5	IEPA Project Plan Review Coordination		-	4	-	-	-	-	4	\$ 872
1.6	Funding Nomination Form Preparation and Coordination		-	2	-	-	-	1	3	\$ 511
PWSLP Project Plan (Subtotal):			10	62	-	78	12	3	165	\$ 31,511
PROJECT TOTAL:			10	62	-	78	12	3	165	31,511

DIRECT EXPENSES

Printing/Scanning = \$ -
Mileage = \$ -

DIRECT EXPENSES = \$ -

LABOR SUMMARY

EEI Labor Expenses = \$ 31,511
TOTAL LABOR EXPENSES \$ 31,511

TOTAL COSTS \$ 31,511



ATTACHMENT C: ESTIMATED SCHEDULE

CLIENT								PROJECT NUMBER						
Village of Sugar Grove								SG2512						
PROJECT TITLE								DATE			PREPARED BY			
PWSLP Project Plan								4/7/25			VH/MLP			
TASK NO.	TASK DESCRIPTION													
		2025						2026						
		APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	
TASK 1 - PWSLP PROJECT PLAN														
1.1	Project Management													
1.2	Kickoff Meeting and Progress Review Meeting (2 Meetings Total)													
1.3	RFI and Coordination with the Village													
1.4	Project Plan													
1.5	IEPA Project Plan Review Coordination													
1.6	Funding Nomination Form Preparation and Submittal to the IEPA (Pending Preliminary Environmental Impacts Determination (PEID) Approval from IEPA)													

Note: This schedule is highly dependent upon review and approval time needed by the IEPA.





ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

ATTACHMENT E - STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
GIS Technician II	G-2	\$130.00
GIS Technician I	G-1	\$119.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation	\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone	\$235.00
Expert Testimony	\$290.00
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%

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY