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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRAD MERKEL, DIRECTOR OF PUBLIC WORKS  
**SUBJECT:** RESOLUTION: CHANGE ORDER #1 FOR WHEELER ROAD  
RESURFACING STP PROJECT - EEI  
**AGENDA:** FEBRUARY 18, 2025, REGULAR VILLAGE BOARD MEETING  
**DATE:** FEBRUARY 10, 2025

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**ISSUE**

Should the Village Board approve a Change Order with Engineering Enterprises, Inc. for the Wheeler Road Resurfacing STP Project.

**DISCUSSION**

Due to the results of the pavement cores on Wheeler Road, it was determined that the best rehabilitation method for the roadway would be to mill down to the stone and replace all the existing asphalt (approximately 4.5" thick). Since we will be exposing the stone as part of the improvements, it is best practice to include some possible base repairs in case there are areas that need to be remediated. These base repairs would result in the need for material to be hauled off-site for disposal. For material to be hauled off-site and disposed of on a federally funded project a Preliminary Environmental Site Assessment (PESA) must be completed. A proposal from Huff & Huff was received to perform the PESA in the amount of \$5,499.00. This additional scope was not included in the original agreement.

**COST**

The total cost for Change Order #1 is \$5,499.00, Account Number 35-53-6303: Engineering Services will be adjusted to include the \$5,499.00 expense.

**RECOMMENDATION**

The Village Board approves Resolution # **20250218PW1** authorizing an agreement with Engineering Enterprises, Inc. for Change Order #1 for the Wheeler Road Resurfacing STP Project.



RESOLUTION NO. 20250218PW1

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

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
ENGINEERING ENTERPRISES, INC. FOR CHANGE ORDER #1 FOR THE  
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. for Change Order #1 for the 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 for Change Order #1 for the 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 18th day of February, 2025.

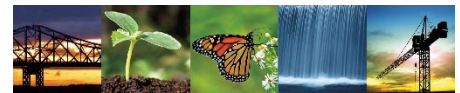
\_\_\_\_\_  
Jennifer Konen, President of the Board  
of Trustees of the Village of Sugar Grove,  
Kane County, Illinois

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	_____	_____	_____	_____



A Subsidiary of GZA



GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

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

January 21, 2025

Mr. Christopher J. Ott, PE, CPII  
Project Manager  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

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

**Re: Phase I Environmental Services – Preliminary Environmental Site Assessment  
Wheeler Road Improvements Project (FAU 2305 / Section No.: 24-00036-00-FP)  
Sugar Grove, Kane County, Illinois  
Proposal No.: 81.P013127.25**

Dear Mr. Ott:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this proposal to Engineering Enterprises, Inc. (Client) to conduct Phase I and II environmental services for the proposed improvements project along Wheeler Road in the Sugar Grove, Kane County, Illinois (Village). We understand the project limits along Wheeler Road extend from Dugan Road to Esker Drive (approximately 4,769 feet from station 10+81 to Station 58+50). Client has requested completion of a Preliminary Environmental Site Assessment (PESA).

This proposal presents our Project Understanding; Scope of Services; Level of Effort, Cost, and Schedule; and Proposal Acceptance. Terms and Conditions are included as an attachment.

## **1. PROJECT UNDERSTANDING**

Client has provided GZA with project information via email and a copy of the Wheeler Road Resurfacing Location Map which shall serve as the basis of our understanding for the attached scope and fee. Information provided via email indicates this is a federally funded project that will be processed through the IDOT Phase 1 & 2 process.

The scope of improvements includes milling and resurfacing the surficial 3.5" of pavement with no sidewalk or curb is associated with this roadway, originally assumed to not require excavation. However, upon Client's receipt of core reports, it became obvious that milling down to the base-course stone is necessary since only approximately 4" of asphalt exists along this roadway and additional areas of undercuts may become necessary which would trigger excavation and consideration of characterization of soil spoils for offsite final disposition.

We considered the possibility of completing only a Level II screening, it appears that an adjacent site (Airport) will be identified as a recognized environmental condition (REC) and/or as a potentially impacted property (PIP). Therefore, since this information triggers completion of a PESA, this is the scope of services included herein.



## **2. SCOPE OF SERVICES**

### **Task 1 – Preliminary Environmental Site Assessment (PESA)**

GZA will conduct a Preliminary Environmental Site Assessment (PESA) for the local road portions of the Project Corridor. This process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012).
- ASTM International (ASTM) standard 1527-21.
- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published September 2012 and Revised August 2023.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### **A. Historical Research**

The Project Corridor historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the Project Corridor will be evaluated. A site walkover of potential areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the Project Corridor. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties will also be evaluated in accordance with ASTM protocols.

#### **C. Records Review**

A records review will be conducted to determine potential environmental concerns within the Project Corridor. This will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the limits of the Project Corridor. Specifically, GZA will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

#### **D. Report Preparation**

A PESA Report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- The project location and description;
- Historical uses of Project Corridor;
- The area geology and hydrology;
- The environmental status of sites adjacent to the Project Corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs;
- An analysis of the site inspection; and



- A summary of the findings regarding environmental concerns. The Potentially Impacted Properties (PIPs) will be assessed, per Subpart F, Section 1100, 35 IAC, related to CCDD management and in general conformation with IDOT memorandums.

## **Task 2 – Project Administration**

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks.

## **Task 3 – QA/QC**

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

### **3. LEVEL OF EFFORT, COST, AND SCHEDULE**

The attached tables summarize the estimated cost to complete the project in IDOT BLR 05514 CPFF format with a not-to-exceed amount of \$5,499.00 for the identified scope. The PESA work will commence within 5 days of the notice to proceed (NTP) and will require approximately four (4) weeks to complete. If an expedited schedule is necessary, GZA will coordinate with Client to establish a schedule that is appropriate for the project needs.

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

#### **CONDITIONS OF ENGAGEMENT**

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

#### **ACCEPTANCE**

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

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



Very truly yours,

**Huff & Huff, Inc., a subsidiary of GZA**

Jeremy J. Reynolds, P.G.  
Associate Principal

Attachments: Terms and Conditions, Client Provided Information, Cost Sheets

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

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

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

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

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

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



January 21, 2025  
81.P013127.25 – Phase I Environmental Services (PESA)  
Wheeler Road Improvements – Sugar Grove, Kane County, Illinois  
**ATTACHMENTS**

## **ATTACHMENT A**

### **TERMS AND CONDITIONS**



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2024 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and You, Client, named above. If the attached GZA Proposal is styled as a Master Services Agreement, then these Terms and Conditions will apply to any and all services ordered by you and performed by GZA.

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

- 1) **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order. All Services performed by GZA will be governed by this Agreement, even if performed prior to your execution of the Proposal.
- 2) **Term.** If the attached GZA proposal is styled as a Master Services Agreement, then the term of this Agreement will begin on the date of execution of the proposal (the "Effective Date"), and either party may terminate this Agreement for convenience upon thirty (30) days' written notice, provided that GZA will be paid for all services performed through the date of termination.
- 3) **Standard of Care; Warranties.**
  - a) GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. GZA's sole responsibility with regard to Services which do not meet the foregoing standard of care is to reperform such Services, at GZA's expense, but only if you provide GZA written notice of such non-conformity within ninety (90) days after completion of the Services.
  - b) **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S REPORTS OR OTHER CONDUCT.**
  - c) GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 4) **Payment.**
  - a) Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b) Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
  - c) GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. You will notify GZA in writing of any invoice disputes within 10 days of the invoice date, and if no written notice of dispute is received, the invoice will be deemed approved in full. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Any amounts paid by you to GZA will be applied first to interest and costs incurred by GZA, and then to the principal balance.
- 5) **Your Responsibilities.**
  - a) If the Services involve entry onto a third-party property or otherwise require access to property you do not own or control, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services, without GZA becoming a party to or otherwise being required to sign any such agreements, approvals, permits, licenses and consents. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. GZA is entitled to rely on the accuracy and completeness of documents and information you provide. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA.
  - b) If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the contractor or construction manager provisions obligating the latter:
    - i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, GZA, its affiliates and subsidiaries, and each of their officers, directors, members, partners, agents, insurers, employees, and subconsultants (the "GZA Indemnitees") and you, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, the construction manager, or any of their subcontractors or any engineer engaged by them;
    - ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor or construction manager, or any of their subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
    - iii) to require that all of their subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c) In the event that you are unable to secure such provisions in the agreement(s) with the contractor or construction manager, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections. Failure to provide such notice will be a material breach of this Agreement.
  - d) To the extent you are entitled to indemnification (either contractual or at common law) or are otherwise indemnified by the contractor or construction manager and/or their subcontractors, you agree to waive any claim (including without limitation indemnification or insurance claims) against GZA.
- 6) **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA

will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

- 7) **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
  - a) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
  - b) that are not correctly marked by the appropriate utility.
- 8) **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.** However, in GZA's sole discretion, which may be withheld for any reason whatsoever, if you request that GZA extend reliance to a third party, then such reliance will be conditioned upon the third party's acceptance of such reliance on GZA's standard reliance terms and you will be obligated to pay GZA a reliance fee calculated as 10% of GZA's original fee for the report upon which reliance is being extended.
- 9) **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 10) **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals"), whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 11) **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.
- 12) **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 13) **Changed Conditions.**
  - a) You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - b) If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
  - c) If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 14) **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 15) **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer

of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

- 16) **Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order (including, without limitation, for outside counsel expenses incurred by GZA and/or time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Notwithstanding the foregoing, GZA shall be entitled to use your name and a general description of the Services in promotional materials.
- 17) **Insurance.** During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.
- 18) **Indemnification.** You agree to hold harmless, indemnify, and defend the GZA Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct. The duty to defend will be triggered upon a claim, suit, fine and/or penalty being alleged or threatened, and will only terminate when and to the extent GZA's proportion of negligence is finally adjudicated by a court of competent jurisdiction. If the foregoing indemnification is determined to be void or unenforceable as a matter of law, then it shall be automatically reformed to apply the original intent of the clause to the maximum extent permissible by law.
- 19) **Limitation of Remedies.**
  - a) To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates, parents and subsidiaries and subcontractors and each of their employees, insurers, principals, officers, directors, partners and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
  - b) You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
  - c) Any claim against GZA related in any way to the services provided pursuant to this Proposal, or the terms herein, is waived unless suit is commenced in a proper jurisdiction within one year of substantial completion of GZA's services. This waiver may not be construed to extend any applicable statute of limitations.
  - d) GZA will not be liable for lost profits, loss of use of property, delays, contractual penalties or other special, indirect, incidental, consequential, punitive, exemplary, liquidated, or multiple damages. This includes but is not limited to fines and/or penalties and/or sanctions imposed by any local, state, or federal government, agency, or regulatory body.
  - e) GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
  - f) You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. You or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 20) **Disputes.**
  - a) All disputes between you and GZA shall be subject to non-binding mediation.
  - b) Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
  - c) The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
  - d) No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitations period or the one year waiver period described in 18(c) above would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.
  - e) You agree to pay reasonable attorneys' fees and all other costs and expenses (including, but not limited to reasonable investigative expenses and expert and consultant expenses) which may be incurred by GZA in the enforcement of this Agreement in the event that (a) it is finally adjudicated by a court of competent jurisdiction that you have breached this Agreement; or (b) where you allege that GZA has breached this Agreement or otherwise acted negligently and it is finally adjudicated by a court of competent jurisdiction that GZA did not in fact breach this Agreement or act negligently. If for any reason it is adjudicated that the foregoing provision is in violation of applicable law, is subject to a state statute automatically converting this clause to be reciprocal between the parties, is contrary to public policy or is unconscionable or a contract of adhesion, then the foregoing clause will be null and void and of no effect. Under no circumstances shall the foregoing clause be replaced with a reciprocal clause.
  - f) You shall make no claim against GZA for professional negligent acts, errors, omissions and/or alleged breach of contract either directly, indirectly, as a counterclaim or crossclaim, or in a third party claim, unless you have first provided GZA with a written certification executed by an independent professional practicing in the same discipline as GZA and licensed in the jurisdiction in which GZA provided you its Services. This certification must (i) identify the name and license of the certifier, (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of professional

performing professional services under similar circumstances; and (iii) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation of the standard of care. This certificate must be provided to GZA no less than thirty (30) days prior to the submission of a formal claim.

**21) Miscellaneous.**

- a) This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
- b) The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any reason.
- c) Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a principal of GZA.
- d) Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e) This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.
- f) Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g) Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h) These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect on the parties, who agree that the Agreement shall be reformed to replace such voided provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the voided provision.
- j) The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
- k) Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.
- l) To the extent applicable to GZA's Services, you acknowledge and agree that GZA cannot anticipate the effects of climate change/extreme weather on any report, design or other document produced by GZA, unless such analysis is specifically within the scope of GZA's Services.
- m) You agree that during the performance of GZA's Services and for a period of twelve (12) months completion of those Services, you will not encourage, induce, or otherwise solicit, or actively assist any other person or organization to encourage, induce or otherwise solicit, directly or indirectly, any employee of the GZA or any of its affiliates to terminate their employment with GZA or any of its affiliates, or otherwise interfere with the advantageous business relationship of GZA or any of its affiliates with their employees. You agree that if you violate this non-solicitation provision, you will pay GZA liquidated damages in an amount equal to the total earnings of the solicited employee during the last twelve (12) months of their employment with GZA.
- n) This Agreement does not create any third-party beneficiaries and is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, anyone else.

**22) Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.

- a) You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guarantee specific results such as the identification or removal of all asbestos or other contamination.

**23) Microbial Services (If Applicable).** If the Services include Microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.

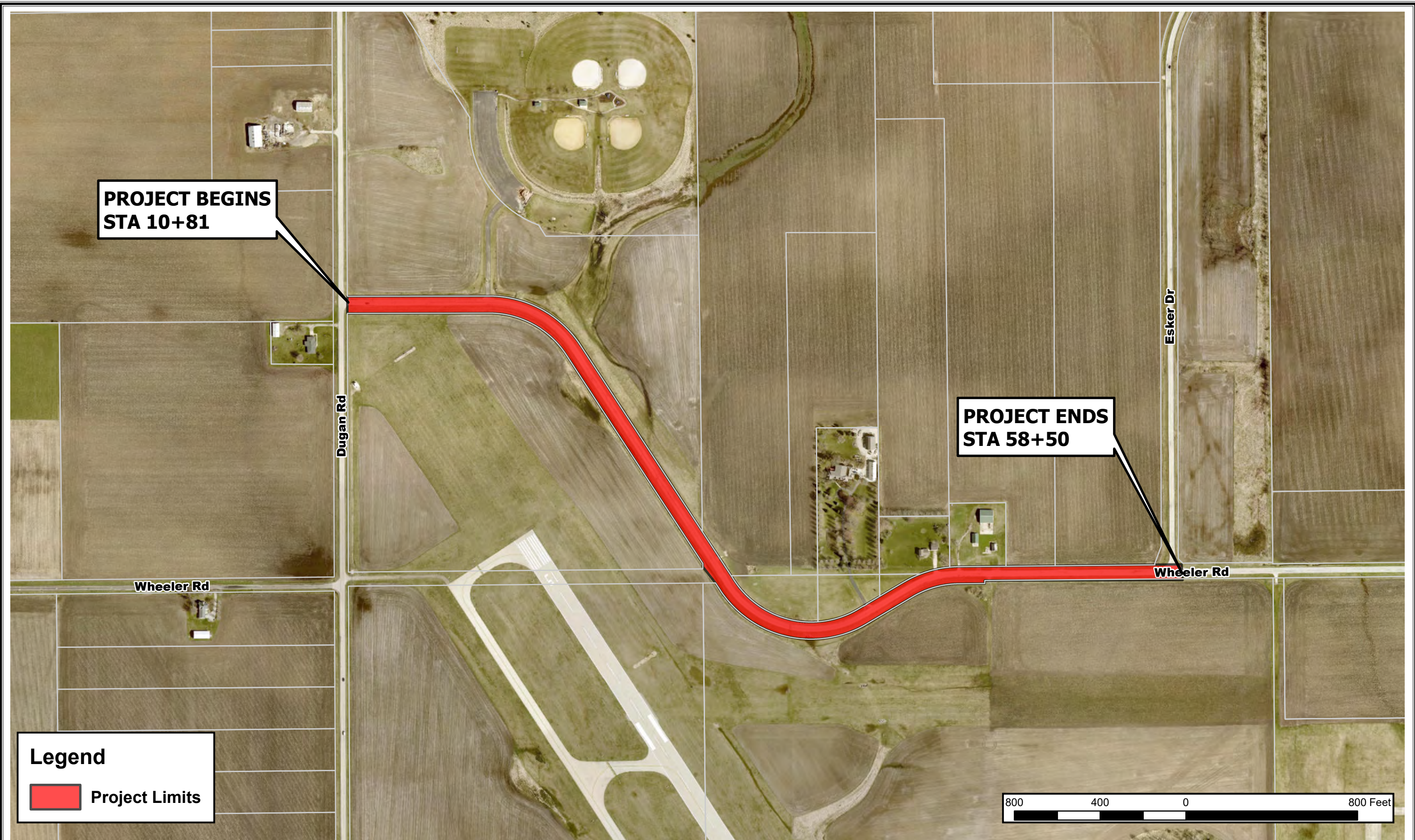
- a) You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores which grow very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
- b) You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guarantee specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
- c) You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed the applicable standard of care and all applicable laws and regulations pertaining to the Work.
- d) You further agree that when GZA performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot. You agree to waive any Microbial infestation claim(s) against GZA and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from recurring.



January 21, 2025  
81.P013127.25 – Phase I Environmental Services (PESA)  
Wheeler Road Improvements – Sugar Grove, Kane County, Illinois  
**ATTACHMENTS**

## **ATTACHMENT B**

### **CLIENT PROVIDED INFORMATION**



**PROJECT BEGINS  
STA 10+81**

**PROJECT ENDS  
STA 58+50**


Dugan Rd

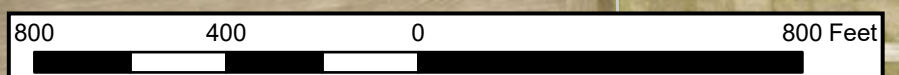
Wheeler Rd



Esker Dr

Wheeler Rd

**Legend**

 **Project Limits**



<div><div>50 YEARS</div><div></div></div> <div><b>Engineering Enterprises, Inc.</b> CONSULTING ENGINEERS 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com</div>	<div><b>Village of Sugar Grove</b> 10 S. Municipal Drive Sugar Grove, IL 60554 630-466-4507</div>			DATE: DECEMBER 2024		<div>VILLAGE OF SUGAR GROVE KANE COUNTY, ILLINOIS</div>	<div>WHEELER ROAD RESURFACING FAU 2305 SECTION NO. 24-00036-00-FP LOCATION MAP</div>	<div><div>N</div><div></div></div>
				PROJECT NO.: SG2205				
				PATH: H:\GIS\PUBLIC\SUGARGROVE\2022\SG2205				
				FILE: SG2205_WHEELER RD RESURFACING LOCATION MAP				
NO.		DATE		REVISIONS				



January 21, 2025  
81.P013127.25 – Phase I Environmental Services (PESA)  
Wheeler Road Improvements – Sugar Grove, Kane County, Illinois  
**ATTACHMENTS**

## **ATTACHMENT C**

### **COST SHEETS**



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

**Local Public Agency**

Village of Sugar Grove

**County**

Kane

**Section Number**

24-00036-00-FP

**Prime Consultant (Firm) Name**

Engineering Enterprises, Inc.

**Prepared By**

JJR

**Date**

1/21/2025

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

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

**Remarks**

Phase I - PESA

**PAYROLL ESCALATION TABLE**

CONTRACT TERM **4** MONTHS  
START DATE **1/22/2025**  
RAISE DATE **3/1/2025**  
END DATE **5/21/2025**

OVERHEAD RATE **190.00%**  
COMPLEXITY FACTOR **0**  
% OF RAISE **2.00%**

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	1/22/2025	3/1/2025	1	25.00%
1	3/2/2025	6/1/2025	3	76.50%

The total escalation = 1.50%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Sugar Grove	Kane	24-00036-00-FP
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Huff & Huff, Inc., a subsidiary of GZA, Inc.		

## PAYROLL RATES

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

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>1.50%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Principal	\$85.96	\$86.00
Architectural Historian	\$40.87	\$41.48
Associate Principal II	\$76.57	\$77.72
Associate Principal I	\$71.92	\$73.00
Senior Project Manager III	\$73.19	\$74.29
Senior Project Manager I	\$56.56	\$57.41
Senior Landscape Architect	\$61.47	\$62.39
Senior Planning PM	\$59.03	\$59.92
Senior Technical Specialist II	\$62.64	\$63.58
Senior Technical Specialist I	\$55.79	\$56.63
Senior Scientist PM II	\$61.17	\$62.09
Senior Technical Scientist	\$57.15	\$58.01
Scientist PM II	\$53.34	\$54.14
Scientist PM I	\$46.97	\$47.67
Assistant PM Scientist	\$39.32	\$39.91
Environmental Engineer PM II	\$49.99	\$50.74
Environmental Engineer PM I	\$47.00	\$47.71
Assistant PM Engineer I	\$41.15	\$41.77
Engineer II	\$31.75	\$32.23
Engineer I	\$35.69	\$36.23
Scientist SI	\$34.50	\$35.02
Scientist SII	\$30.16	\$30.61
Technical Graphics Technician	\$27.73	\$28.15
Administrative Executive	\$52.42	\$53.21
Senior Administrative Assistant	\$36.31	\$36.85
Billing Administrator	\$25.00	\$25.38

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Sugar Grove	Kane	24-00036-00-FP
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Huff & Huff, Inc., a subsidiary of GZA, Inc.		

## SUBCONSULTANTS

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

[illegible]

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

**Local Public Agency**

Village of Sugar Grove

**County**

Kane

**Section Number**

24-00036-00-FP

**Consultant / Subconsultant Name**

Huff &amp; Huff, Inc., a subsidiary of GZA, Inc.

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

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	80	\$0.70	\$56.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	2	\$3.00	\$6.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
ERIS E4 database	Actual Cost	1	\$285.00	\$285.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$347.00</b>

Local Public Agency

Village of Sugar Grove

County

Kane

Section Number

24-00036-00-FP

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 190.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: PESA	347	42.5	1,417	2,692	468	0	4,577	83.23%
Task 2: Project Administration	0	2	80	152	26	0	258	4.69%
Task 3: QAQC	0	1.5	98	187	32	0	317	5.76%
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$347.00						\$347.00	6.31%
TOTALS		46	1,595	3,031	526	-	5,499	100.00%

4,626

**Local Public Agency**

Village of Sugar Grove

**County**

Kane

**Section Number**

24-00036-00-FP

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

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

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1: PESA			Task 2: Project Administration			Task 3: QAQC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
Architectural Historian	41.48	0.5	1.09%	0.45							0.5	33.33%	13.83						
Associate Principal II	77.72	1.0	2.17%	1.69							1	66.67%	51.81						
Associate Principal I	73.00	0.0																	
Senior Project Manager III	74.29	0.0																	
Senior Project Manager II	61.35	0.0																	
Senior Project Manager I	57.41	0.0																	
Senior Landscape Architect	62.39	0.0																	
Senior Planning PM	59.92	0.0																	
Senior Technical Specialist II	63.58	0.0																	
Senior Technical Specialist I	56.63	0.0																	
Senior Scientist PM II	62.09	0.0																	
Senior Technical Scientist	58.01	0.0																	
Scientist PM II	54.14	0.0																	
Scientist PM I	47.67	0.0																	
Assistant PM Scientist	39.91	5.0	10.87%	4.34	3	7.06%	2.82	2	100.00%	39.91									
Environmental Engineer PM II	50.74	0.0																	
Environmental Engineer PM I	47.71	0.0																	
Assistant PM Engineer I	41.77	0.0																	
Engineer II	32.23	21.5	46.74%	15.06	21.5	50.59%	16.30												
Engineer I	36.23	11.0	23.91%	8.66	11	25.88%	9.38												
Scientist SI	35.02	0.0																	
Scientist SII	30.61	0.0																	
Technical Graphics Technician	28.15	6.0	13.04%	3.67	6	14.12%	3.97												
Administrative Executive	53.21	0.0																	
Senior Administrative Assistant	36.85	1.0	2.17%	0.80	1	2.35%	0.87												
Billing Administrator	25.38	0.0																	
<b>TOTALS</b>		46.0	100%	\$34.68	42.5	100.00%	\$33.34	2.0	100%	\$39.91	1.5	100%	\$65.64	0.0	0%	\$0.00	0.0	0%	\$0.00



# ENGINEERING ENTERPRISES, INC.

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

## CHANGE ORDER

To: Brad Merkel  
Director of Public Works  
Village of Sugar Grove  
601 Heartland Drive  
Sugar Grove, IL 60554

Change Order Number: 1  
Change Order Date: 1/24/25

Project Name: Wheeler Rd Resurfacing  
Project Number: SG2409-V

### Description of Work / Scope Change / Reason for Change

Due to the results of the pavement cores on Wheeler Road, it was determined that the best rehabilitation method for the roadway would be to mill down to the stone and replace all of the existing asphalt (approximately 4.5" thick). Since we will be exposing the stone as part of the improvements, it is best practice to include some possible base repairs in case there are areas that need to be remediated. These base repairs would result in the need for material to be hauled off-site for disposal. In order for material to be hauled off-site and disposed of on a federally funded project a Preliminary Environmental Site Assessment (PESA) must be completed. A proposal from Huff & Huff was received to perform the PESA in the amount of \$5,499.00 and is included as Attachment A. This additional scope was not included in the original agreement.

Total Value of Change (Amount) = \$5,499.00

Original Contract Sum	\$	40,000.00
Net change by previous authorized Change Orders	\$	0.00
Contract Sum prior to the Change Order	\$	40,000.00
Sum of this Change Order	\$	5,499.00
New Contract Sum	\$	45,499.00

Authorized by:  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Authorized by Owner/Client/Agent:

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

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

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

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