



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: BRAD MERKEL, DIRECTOR OF PUBLIC WORKS

SUBJECT: RESOLUTION: AUTHORIZING PSA WITH EEI FOR MAPLE STREET AND JOY COURT WATER MAIN REPLACEMENT DESIGN ENGINEERING.

AGENDA: August 18, 2026

DATE: August 12, 2026

ISSUE

Should the Village Board approve a resolution for a PSA with EEI for Maple Street and Joy Court water main replacement design engineering.

DISCUSSION

FYE 2027 Budget included funds to complete the design engineering for the Maple Street and Joy Court main replacement. Attached is a proposal from EEI in the amount of \$242,333.00.

COST

The total cost for design engineering on this project is \$242,333.00; account number 51-71-6303 includes the funds for this project.

ATTACHMENTS

EEI PSA

RECOMMENDATION

The Village Board approve Resolution #20260818PW1 authoring the Director of Public Works to execute the PSA with EEI for the Maple Street and Joy Court water main replacement design engineering in the amount of \$244,333.00.



VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

RESOLUTION NO.: 20260818PW1

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING AGREEMENT
WITH ENGINEERING ENTERPRISES, INC. FOR PROFESSIONAL CONSTRUCTION
ENGINEERING ON THE MAPLE STREET AND JOY COURT WATER MAIN
REPLACEMENT-DESIGN**

WHEREAS, the Village of Sugar Grove finds it is in the best interest of the Village to execute the Engineering Agreement with the Engineering Enterprises, Inc. 52 Wheeler Road, Sugar Grove, IL 60554 for Professional Construction Engineering on Maple Street and Joy Court Water Main Replacement-Design.

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 the Engineering Agreement between Engineering Enterprises, Inc. 52 Wheeler Road, Sugar Grove, IL 60554 and the Village of Sugar Grove for Professional Construction Engineering on the Maple Street and Joy Court Water Main Replacement Design. 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 AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 18th, day of August, 2026.

Sue Stillwell, Village President

Tracey R. Conti, Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi	_____	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____	_____
Trustee Anthony Speciale	_____	_____	_____	_____	_____
Trustee Nora London	_____	_____	_____	_____	_____
Trustee Michael Roskopf	_____	_____	_____	_____	_____



Engineering Enterprises, Inc.

July 21, 2026

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

**Re: Professional Design Engineering Services for
Maple Street and Joy Court Water Main Replacement - Design
Village of Sugar Grove, Kane County, IL**

Dear Mr. Merkel:

Please find our contract for professional 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 engineering services to complete this work are proposed to be provided in a total lump sum amount of \$242,333.00, which includes:

- Design Engineering Services in the amount of \$231,468.00
- Geotechnical Services in the amount of \$10,865.00

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 / Principal

MLP
Enclosure

pc: Mr. Scott Koeppel, Village Administrator
Ms. Danielle Marion, Community Development Director
PGW, DMT, ARS, TGH - EEI

[https://eeiweb.sharepoint.com/sites/G/Documents/Public/SugarGrove/2026/SG2615-V Maple St. and Joy Ct. Water Main Replacement/PM/PSA/1-contractletter.doc](https://eeiweb.sharepoint.com/sites/G/Documents/Public/SugarGrove/2026/SG2615-V%20Maple%20St.%20and%20Joy%20Ct.%20Water%20Main%20Replacement/PM/PSA/1-contractletter.doc)

52 Wheeler Road, Sugar Grove, IL 60554 ~ (630) 466-6700 tel ~ (630) 466-6701 fax ~ www.eeiweb.com

**Maple Street and Joy Court Water Main Replacement
Sugar Grove, IL
Professional Services Agreement – Design 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:

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. Design Engineering will be provided for the water main replacement on Maple Street and Joy Court in Sugar Grove, IL as indicated on the scope of services on Attachment B. Engineering will be in accordance with all Village, Standard Specifications for Water and Sewer Construction in Illinois, and Illinois Environmental Protection Agency 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 City 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 Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Lump Sum (LS) in the amount of \$242,333, which includes engineering labor in the amount of \$231,468 and direct expenses in the amount of \$10,865. This fee is based on the hourly rates as shown in the attached 2026 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.



E. Ownership of Records and Documents:

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 Contractor's 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 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:	Anticipated Project Schedule
Attachment F:	2026 Standard Schedule of Charges
Attachment G:	IEPA Professional Services Contract Clauses
Attachment H:	USEPA / WIFIA Professional Services Contract Clauses

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, IL 60554

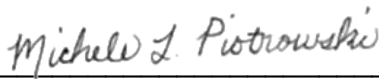
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2026.

Village of Sugar Grove:

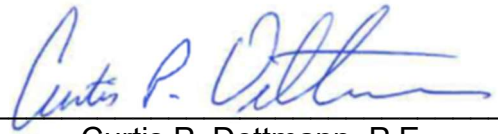
Engineering Enterprises, Inc.:

Sue Stillwell
Village President



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

Tracey Conti
Village Clerk



Curtis P. Dettmann, P.E.
Senior Project Manager



ATTACHMENT A – 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. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

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. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



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.



**Maple Street and Joy Court Water Main Replacement
Sugar Grove, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

The Village of Sugar Grove desires to replace existing water main within Maple Street and Joy Court in Sugar Grove, IL. The scope of the work includes the replacement of approximately 2,650 feet of existing 4" and 6" water main on Maple Street with 8" water main, and the replacement of approximately 500 feet of existing 6" water main on Joy Court with 8" water main. The work items to complete the design are as follows:

FINAL DESIGN ENGINEERING – MAPLE STREET AND JOY COURT WATER MAIN REPLACEMENT

2.1 Project Management and Coordination

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the Village and Subconsultant

2.2 Project Meetings

- Project Kick-Off Meeting Between Village and EEI
 - Prepare Discussion Outline and Minutes
 - Attend Meeting at Village Hall or Virtual
 - Site Visit After Meeting
- Three (3) Design Progress Meetings Between the Village and EEI prior to Bidding
 - Prepare Discussion Outlines and Minutes
 - Attend Meetings at Village Hall or Virtual

2.3 Topographic Survey

- Field Survey of Project Limits on Maple Street and Joy Court
- Drafting to Create Base File

2.4 Dry Utility Coordination

- Design JULIE
- Coordinate Design with Dry Utility Companies including but not limited to AT&T, Nicor, and ComEd
- Preparation of Drawings and Exhibits as needed

2.5 Final Plans, Specifications, and Estimates

- Preparation of 30%, 50%, 90%, and 100% Engineering Plans
- Preparation of 50%, 90%, and 100% Specifications and Engineer's Opinion of Probable Construction Cost
- Internal QA/QC

2.6 Regulatory Agency Coordination and Permitting

- Prepare Kane County Storm Water Permit Application
- Prepare IEPA NOI (Notice of Intent due to project disturbance exceeding 1 acre)
- Prepare IEPA Watermain Construction Permit Application and Acquire Permit
- Permit Coordination with Village of Sugar Grove as required



2.7 Bidding and Contracting

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Prepare Agenda/Minutes and Attend Pre-Bid Meeting
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendations of Award
- Execute Contract Documents

2.8 Illinois Public Water Supply Loan Program (PWSLP) State Revolving Fund (SRF) Loan Application

- Prepare Loan Application Form
 - Loan Program Certifications and Resolutions
 - Disbarment, Suspension, and Other Responsibility Matters
 - Intent Regarding National Flood Insurance
 - Project Site Rights of Way, Easements, and Permits
 - Taxpayer ID (FEIN) Certifications
 - Five Officer Certification Form
 - Tax Compliance Certificate and Agreement
 - Authorizing Representative to Sign Loan Documents
 - Certified Bond Ordinance
 - Existing Water Rate Ordinance
 - Water System Information
 - Project Completion Schedule and Estimates
- Financial Coordination with the Village
 - Current and Future Debt
 - Comprehensive Financial Projections (5 years)
 - Audited Financial Statements
 - Bond Ratings

2.9 WIFIA Loan Coordination

- Coordination with USEPA to furnish required documentation necessary for WIFIA Loan funding (executed engineering agreements, final bid and contract documents, executed construction contracts)
- Advertisement for DBE's consistent with good faith requirements regarding use of DBE's

DIRECT EXPENSES

The following scope of services will be provided by EEI's subconsultant:

- Geotechnical and CCDD (Rubino Engineering, Inc.)
- Five (5) Borings – 15' in depth
 - Four (4) Pavement Cores
 - Corrosivity Testing for each street location
 - Prepare Geotechnical Report and CCDD Analysis
 - Prepare LPC 662 Permit



EXCLUSIONS

The above scope of services for the Maple Street and Joy Court Water Main Replacement excludes the following:

- Easement Negotiations
- Land Acquisition
- Environmental Surveys Including but Not Limited to Tree Surveys
- Meetings beyond those shown (can be attended on a per meeting basis)
- Lighting Design
- Landscape Design
- Geotechnical Investigation or Analysis other than what is listed above
- State Historic Preservation Office (SHPO) permitting – already obtained
- Illinois Department of Regulation (IDNR) Ecocat permitting – already obtained
- Wetland delineation, mitigation, or permitting
- Floodplain permitting with IDNR/Office of Water Resources (OWR)
- Floodplain study or permitting
- Compensatory storage requirements for development within floodplain
- Construction Phase Services

The above scope for “Maple Street and Joy Court Water Main Replacement” 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 the Standard Schedule of Charges.



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

CLIENT		PROJECT NUMBER	
Village of Sugar Grove		SG2615	
PROJECT TITLE		DATE	PREPARED BY
Maple Street and Joy Court Water Main Replacement		7/9/26	CPD

		ENGINEERING				SURVEY			DRAFTING				
TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	SPE2	PM	SPT2	PS	SPT2	PT	ADMIN	HOURS	COST
		RATE	\$262	\$254	\$218	\$228	\$191	\$184	\$191	\$167	\$79		
DESIGN ENGINEERING													
2.1	Project Management and Coordination		4	18	2							24	\$ 6,056
2.2	Project Meetings		16	28	28	2			2			76	\$ 18,246
2.3	Topographic Survey					2	60	6				68	\$ 13,020
2.4	Dry Utility Coordination			4	8							12	\$ 2,760
2.5	Final Plans, Specifications, and Estimates		50	120	270				56	176		672	\$ 142,528
2.6	Regulatory Agency Coordination and Permitting		1	3	14						2	20	\$ 4,234
2.7	Bidding and Contracting		6	20	36						4	66	\$ 14,816
2.8	Illinois PWSLP Loan Application		4	40	60							104	\$ 24,288
2.9	WIFIA Loan Coordination			8	16							24	\$ 5,520
Design Engineering Subtotal:			81	241	434	4	60	6	58	176	6	1,066	\$ 231,468
PROJECT TOTAL:			81	241	434	4	60	6	58	176	6	1,066	231,468

Personelle

PIC = Principal in Charge
 SPM = Senior Project Manager
 PM = Project Manager
 SPE2 = Senior Project Engineer II
 SPT2 = Senior Project Technician II
 PS = Project Surveyor
 PT = Project Technician
 ADMIN = Administration

DIRECT EXPENSES

Geotechnical = \$ 10,865
 (Inc. Corrosivity and CCDD)

DIRECT EXPENSES = \$ 10,865

LABOR SUMMARY

Engineering Expenses = \$ 177,048
 Surveying Expenses = \$ 13,476
 Drafting Expenses = \$ 40,470
 Administrative Expenses = \$ 474

TOTAL LABOR EXPENSES \$ 231,468

TOTAL COSTS \$ 242,333



ATTACHMENT D

MAPLE STREET AND JOY COURT WATER MAIN REPLACEMENT



ATTACHMENT E: ANTICIPATED PROJECT SCHEDULE

CLIENT		PROJECT NUMBER														
Village of Sugar Grove		SG2615														
PROJECT TITLE		DATE					PREPARED BY									
Maple Street and Joy Court Water Main Replacement		7/9/26					CPD									
TASK NO.	TASK DESCRIPTION															
		2026					2027									
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
DESIGN ENGINEERING																
2.1	Project Management and Coordination															
2.2	Project Meetings															
	Kick-Off Meeting															
	30% Design															
	50% Design															
	90% Design															
2.3	Topographic Survey															
2.4	Dry Utility Coordination															
2.5	Final Plans, Specifications, and Estimates															
	30% Submittal															
	50% Submittal															
	90% Submittal															
	100% Submittal															
2.6	Regulatory Agency Coordination and Permitting															
2.7	Bidding and Contracting															
2.8	Illinois PWSLP Loan Application															
2.9	WIFIA Loan Coordination															
	Construction (Estimated)															





ENGINEERING ENTERPRISES, INC.

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

ATTACHMENT F

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2026

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$268.00
Principal	E-3	\$262.00
Senior Project Manager	E-2	\$254.00
Project Manager	E-1	\$228.00
Senior Project Engineer/Surveyor II	P-6	\$218.00
Senior Project Engineer/Surveyor I	P-5	\$203.00
Project Engineer/Surveyor	P-4	\$184.00
Senior Engineer/Surveyor	P-3	\$169.00
Engineer/Surveyor	P-2	\$153.00
Associate Engineer/Surveyor	P-1	\$139.00
Senior Project Technician II	T-6	\$191.00
Senior Project Technician I	T-5	\$179.00
Project Technician	T-4	\$167.00
Senior Technician	T-3	\$153.00
Technician	T-2	\$138.00
Associate Technician	T-1	\$120.00
Engineering/Land Surveying Intern	I-1	\$ 89.00
Director of Marketing and Business Development	M-4	\$141.00
Marketing Coordinator	M-2	\$105.00
Executive Administrative Assistant	A-4	\$ 84.00
Administrative Assistant	A-3	\$ 79.00

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

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$245.00
Expert Testimony		\$300.00
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

ATTACHMENT G
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment G.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Michale L. Piotrowski

Signature of Authorized Representative

7/21/26

Date

☐

I am unable to certify to the above statements. May explanation is attached.