
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
BRAD MERKEL, PUBLIC UTILITIES SUPERVISOR
SUBJECT: RESOLUTION: AUTHORIZING AN AGREEMENT WITH EEI FOR
THE WATER MAIN IMPROVEMENTS FROM THE SETTLER'S
RIDGE TO PRESTBURY
AGENDA: NOVEMBER 1, 2016 REGULAR BOARD MEETING
DATE: OCTOBER 27, 2016

ISSUE

Should the Village extend the water main from the Settlers Ridge to Prestbury.

DISCUSSION

The 2006 Water Works Needs Assessment Study identified the extension of the water main between Settlers Ridge and Prestbury as a recommended improvement. This will enable the Village to provide enhanced water by improving overall water quality, ensuring adequate fire flow in case of an emergency and eliminating two sections of dead end water main.

The design engineering has been completed and the bids are scheduled to be opened November 7, 2016. This necessitates the need to approve Construction Engineering with EEI for this project.

EEI has submitted a proposal with a cost of \$151,976 for construction engineering and \$7,500 for addition material testing services for the project. The total cost for this proposal is \$159,476. The engineer's estimate for construction of the water main is \$2,096,000.

COST

The proposed cost for Engineering Enterprises, Inc. to complete construction engineering is \$159,476. The Fiscal Year 16-17 Water Capital Budget, account number 50-71-6303: Engineering has \$177,747 budgeted.

RECOMMENDATION

The Village Board approves Resolution # **20161101PW1** authorizing an agreement with Engineering Enterprises, Inc. in the amount of \$159,476 for the

Construction Engineering for the Watermain Improvements from the Settler's Ridge to Prestbury Subdivisions.



RESOLUTION NO. 20161101PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
ENGINEERING ENTERPRISES, INC. FOR THE WATER MAIN IMPROVEMENTS
FROM THE SETTLERS RIDGE TO PRESTBURY SUBDIVISIONS**

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of Engineering Enterprises, Inc. to provide construction engineering services for the water main improvements from the Settlers Ridge to Prestbury Subdivisions, 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 for the construction engineering services for the water main improvements from the Settlers Ridge to Prestbury Subdivisions. 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 1st day of November, 2016.

P. Sean Michels, President of the Board
of Trustees of the Village of Sugar Grove,
Kane County, Illinois

ATTEST: _____
Cynthia Galbreath, Village Clerk,
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Kevin M. Geary	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Mari Johnson	_____	_____	_____	_____
Trustee Ted Koch	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee David Paluch	_____	_____	_____	_____



October 26, 2016

Mr. Anthony Speciale
Public Works Director
Village of Sugar Grove
601 Heartland Drive
Sugar Grove, IL 60554

**Re: Professional Construction Engineering Services for
Settler's Ridge to Prestbury Water Main Improvements
Village of Sugar Grove, Kane County, IL**

Dear Mr. Speciale:

Please find our contract for professional construction engineering services for the Settler's Ridge to Prestbury Water Main Improvements project. We have attached two (2) copies of the contract and supporting documentation for your review and execution.

To summarize, the proposed professional design and construction engineering services to complete this work are **\$159,476** as presented on Attachment C and broken down as follows:

Construction Engineering Services (\$151,976):

- Construction Engineering Services = \$151,436 Hourly (6.7% of Construction Costs)

Additional Construction Engineering Services (\$7,500):

- Material Testing = \$7,500 Actual Costs (0.3% of Construction Costs)

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
Senior Project Manager

MLP/ars
Enclosure

pc: Mr. Brent Eichelberger, Village Administrator
Mr. Walter Magdziarz, Community Development Director
PGW, DRB, TWT, DMT, EEI

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement, made this _____ day of _____, 20____, by and between the Village of Sugar Grove, Kane County, Illinois, hereafter referred to as the OWNER, and Engineering Enterprises, Inc., Sugar Grove, Illinois hereinafter referred to as the ENGINEER amends and supercedes all previous contracts:

The OWNER intends to construct Water Main Improvements in Sugar Grove, Kane County, State of Illinois and for which the ENGINEER agrees to perform the various professional engineering services for the design and preparation of easements of said improvements. The OWNER intends to construct the improvements as follows: Settlers Ridge to Prestbury Water Main Improvements; which consists of installing approximately 7,200 lineal feet (LF) of 16" ductile iron water main (DIWM), 1,100 LF of 20" high-density polyethylene (HDPE) water main or alternately 16" fusible polyvinyl chloride water main (PVC), and related appurtenances.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.

(Section A – Continued)

4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment A: "Schedule – Settler's Ridge to Prestbury Water Main Improvements" dated October 24, 2016.

(Section A – Continued)

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER.

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
5. The ENGINEER will provide general engineering review of the work of the Contractor(s) as construction progresses to ascertain that the Contractor is conforming with the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

(Section B – Continued)

6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Attachment B - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.
7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the Contractor, the ENGINEER:
 - (a) Shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
 - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims,

(Section B – Continued)

security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached "Standard Schedule of Charges", dated January 1, 2016. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Attachment A: "Schedule – Settler's Ridge to Prestbury Water Main Improvements" dated October 24, 2016.

(Section B – Continued)

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER.

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for Construction Engineering Services in an estimated amount of One Hundred Fifty-Nine Thousand, Four Hundred Seventy-Six and 00/100 (\$ 159,476) which includes an estimated One Hundred Fifty-One Thousand, Nine Hundred Seventy-Six and 00/100 - Hourly (HR) Dollars (\$ 151,976 HR) and an estimated Seven Thousand, Five Hundred and 00/100 - Actual Costs (AC) as summarized on Attachment C.1 and C.2: "Summary of Compensation for Professional Engineering Services" dated October 24, 2016.
 - (a) The compensation for the Construction Engineering Services shall be payable as follows:
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
 - (2) On May 1 of each calendar year, the "Standard Schedule of Charges" may be reevaluated by the ENGINEER to account for cost of living and/or cost of engineering service changes in subsequence year.
2. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
 - (b) On May 1 of each calendar year, the "Standard Schedule of Charges" may be reevaluated by the ENGINEER to account for cost of living and/or cost of engineering service changes in subsequence year.

SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

(Section D – Continued)

10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.
11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.

13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the Contractor, and/or (3) the Contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section F – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION E - INTEREST ON UNPAID SUMS

OWNER shall make all payments to ENGINEER in accord with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., including but not limited to the penalty provisions contained therein.

SECTION F - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES
 - (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
 - (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and

define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.

- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) In the event that the OWNER shall bring any suit, cause of action or counterclaim against the ENGINEER, to the extent that the ENGINEER shall prevail, the party initiating such action shall pay to the ENGINEER the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the ENGINEER indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.
- (g) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (h) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
- (i) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.

2. All original documents, including but not limited to ideas, designs, drawings and specifications, are to remain the property of the ENGINEER, however, the ENGINEER shall provide signed duplicate originals of same to the OWNER. 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.

3. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

(Section F – Continued)

4. Extent of Agreement - This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by the OWNER and the ENGINEER.
5. Governing Law - Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the ENGINEER.
6. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
7. The ENGINEER has not been retained or compensated to provide design services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the Contractor to perform his work but not relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
8. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
9. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost estimator.
10. TERMINATION
 - (a) Should the OWNER decide to abandon, discontinue, or terminate the Project at any stage of development, the ENGINEER shall receive seven (7) days written notice and be compensated for

their services through the appropriate fee schedule provided for in the Agreement to date of abandonment, discontinuance or termination.

(Section F – Continued)

- (b) In the event the project is delayed for causes beyond the control of the ENGINEER for a period of six months or more, the ENGINEER shall be paid for his services to the beginning of the delay on the basis of actual cost plus 125% to cover profit, overhead and readiness to serve - "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL)

OWNER: Village of Sugar Grove

By _____

ATTEST _____

Print Name P. Sean Michels

Print Name Ms. Cynthia Galbreath

Title Village President

Title Village Clerk

Date _____

(SEAL)

ENGINEER: Engineering Enterprises, Inc.

By Michele L. Piotrowski

ATTEST Angie Smith

Print Name Michele L. Piotrowski

Print Name Angie Smith

Title Senior Project Manager

Title Executive Assistant

Date _____

**ATTACHMENT A: SCHEDULE
SETTLER'S RIDGE TO PRESTBURY WATER MAIN IMPROVEMENTS**

10/24/2016

Village of Sugar Grove, Kane Co., IL

PROJECT	WORK ITEMS	2016					2017							
		S	O	N	D	J	F	M	A	M	J			
SETTLER'S RIDGE TO PRESTBURY	BIDDING AND CONTRACTING													
WATER MAIN IMPROVEMENTS	CONSTRUCTION - INSTALLATION OF WATER MAIN													
	RESTORATION													

LEGEND



ATTACHMENT B

to

Agreement for Professional Engineering Services

THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the Contractor's work, shall communicate only with the ENGINEER and the Contractor (or Contractors), and shall communicate with subcontractors only through the Contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
2. The Resident Construction Observer shall review and inspect on-site construction activities of the Contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Construction Observer's duties are any review of the Contractor's safety precautions, or the means, methods, sequences, or procedures required for the Contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
 - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with ENGINEER concerning their acceptability.
 - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - (a) Liason:
 - (1) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents.

(Attachment B – Continued)

- (2) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.
- (d) Shop Drawings and Samples:
- (1) Receive and record date of receipt of Shop Drawings and samples.
 - (2) Receive samples which are furnished at the site by Contractor, and notify ENGINEER of their availability for examination.
 - (3) Advise ENGINEER and Contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
 - (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
 - (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

(Attachment B – Continued)

- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

- (f) Interpretation of Contract Documents: Transmit to Contractor ENGINEER's clarifications and interpretations of the Contract Documents.

- (g) Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

- (h) Records:
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

 - (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

 - (3) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

- (i) Reports:
 - (1) Furnish ENGINEER periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

 - (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.

(Attachment B – Continued)

- (3) Report immediately to ENGINEER upon the occurrence of any accident.

- (j) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.

- (l) Completion:
 - (1) Before ENGINEER issues a Statement of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

 - (2) Conduct final review in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

 - (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**ATTACHMENT C.1 - SUMMARY OF COMPENSATION FOR
PROFESSIONAL ENGINEERING SERVICES - CONSTRUCTION**

SETTLER'S RIDGE TO PRESTBURY WATER MAIN IMPROVEMENTS
Village of Sugar Grove, Kane Co., IL

October 24, 2016

ESTIMATED CONSTRUCTION COSTS		
PROJECT NUMBER	PROJECT DESCRIPTION	ESTIMATED CONCEPT CONSTRUCTION COSTS W/ CONT.
SG1418	SETTLER'S RIDGE TO PRESTBURY WATER MAIN IMPROVEMENTS	\$2,275,000

PROFESSIONAL ENGINEERING FEES		
PROFESSIONAL SERVICES	FEES	
CONSTRUCTION ENGINEERING SERVICES		
03	CONSTRUCTION ADMINISTRATION	\$21,450 HR
03	CONSTRUCTION LAYOUT AND RECORD DRAWINGS	\$16,101 HR
03	CONSTRUCTION OBSERVATION	\$114,425 HR
CONSTRUCTION ENGINEERING SUBTOTAL		\$151,976
ADDITIONAL CONSTRUCTION ENGINEERING SERVICES		
05	Material Testing	\$7,500 AC
ADDITIONAL CONSTRUCTION ENGINEERING SERVICES SUBTOTAL		\$7,500
PROFESSIONAL ENGINEERING FEES TOTAL		\$159,476

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FEES LEGEND:

HR = HOURLY
FF = FIXED FEE
AC = ACTUAL COST

ENGINEERING ENTERPRISES, INC.
CONSULTING ENGINEERS

ATTACHMENT C.2
SUMMARY OF COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES - CONSTRUCTION

DATE: 10/24/2016
ENTERED BY: MLP

SETTLER'S RIDGE TO PRESTBURY WATER MAIN IMPROVEMENTS
VILLAGE OF SUGAR GROVE, KANE CO., IL

WORK ITEM NO.	WORK ITEM	ENGINEERING					CAD			SURVEYING			ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM	
		PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	PROJECT MANAGER	PROJECT TECHN.	SENIOR TECHN.	PROJECT MANAGER	SENIOR PROJECT SURVEYOR I	PROJECT SURVEYOR	SENIOR PROJECT TECHN. I			ADMIN. ASST.
CONSTRUCTION ENGINEERING SERVICES																
CONSTRUCTION PHASE																
1	Construction Administration	2	60		60								16	138	\$21,450	
2	Construction Layout and Record Drawings	1	8						16		60	32		117	\$16,101	
3	Construction Observation	1	24		720								24	769	\$114,425	
SUBTOTAL - CONSTRUCTION PHASE															\$151,976	
Total:		4	92	0	780	0	0	0	0	16	0	60	32	40	1024	\$151,976

FEE SCHEDULE AS OF 01/01/16						
Senior Principal	E-4	0	hours	@	\$190	per hour = \$0
Principal	E-3	4	hours	@	\$185	per hour = \$740
Senior Project Manager	E-2	92	hours	@	\$180	per hour = \$16,560
Project Manager	E-1	16	hours	@	\$163	per hour = \$2,608
Senior Project Engineer/Surveyor II	P-6	780	hours	@	\$150	per hour = \$117,000
Senior Project Engineer/Surveyor I	P-5	0	hours	@	\$141	per hour = \$0
Project Engineer/Surveyor	P-4	60	hours	@	\$129	per hour = \$7,740
Senior Engineer/Surveyor	P-3	0	hours	@	\$117	per hour = \$0
Engineer/Surveyor	P-2	0	hours	@	\$108	per hour = \$0
Associate Engineer/Surveyor	P-1	0	hours	@	\$97	per hour = \$0
Senior Project Technician II	T-6	0	hours	@	\$141	per hour = \$0
Senior Project Technician I	T-5	32	hours	@	\$129	per hour = \$4,128
Project Technician	T-4	0	hours	@	\$117	per hour = \$0
Senior Technician	T-3	0	hours	@	\$108	per hour = \$0
Technician	T-2	0	hours	@	\$97	per hour = \$0
Associate Technician	T-1	0	hours	@	\$84	per hour = \$0
Administrative Assistant	A-3	40	hours	@	\$80	per hour = \$3,200
HOURLY TOTAL=		1024			TOTAL EEI LABOR =	\$151,976

DIRECT COSTS	
Materials Testing	\$7,500
TOTAL =	\$7,500

TOTAL LABOR COSTS	
Construction Services =	\$151,976
TOTAL LABOR EXPENSES =	\$151,976

TOTAL CONTRACT COST =	\$159,476
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Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$153.00
2 Man Field Crew with Standard Survey Equipment		\$240.00
1 Man Field Crew with RTS or GPS *		\$190.00
2 Man Field Crew with RTS or GPS *		\$276.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	

*RTS = Robotic Total Station / GPS = Global Positioning System