



Village of Mahomet

503 E. Main Street • P.O. Box 259 • Mahomet, Illinois 61853-0259

Phone: (217) 586-4456 • Fax: (217) 586-5696

www.mahomet-il.gov www.ChooseMahomet.com

STUDY SESSION

APRIL 12, 2022

6:15 P.M. or Immediately following Special Meeting
VILLAGE OF MAHOMET ADMINISTRATION BUILDING

503 E. MAIN STREET
MAHOMET, IL 61853

Join Zoom Meeting

<https://us02web.zoom.us/j/88080008834?pwd=SG1oNTBlcS9iNEdQbzISUmpHQUtPZz09>

Meeting ID: 880 8000 8834

Passcode: 61853

One tap mobile

+13126266799,,88080008834#,,,,*61853# US (Chicago)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 880 8000 8834

Passcode: 61853

Join by SIP

88080008834@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 880 8000 8834

Passcode: 61853

Join by Skype for Business

<https://us02web.zoom.us/skype/88080008834>

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. **PUBLIC COMMENT:** The Board welcomes your input on any matter during the public forum portion of the meeting. Due to COVID-19, this meeting is conducted via Zoom. If you would like to participate in the public comment portion of the meeting, please email your comments or questions to us at villageofmahomet@mahomet-il.gov, no later than 4:30 p.m. on April 12th. Any comments and questions received will be read during the public comment portion of the meeting. Public comment is accepted for a maximum of 30 minutes at each meeting. There is a five (5) minute time limit for your remarks. The Board reserves the right to shorten the five-minute time limit if there are many commenters. Please be aware that the Public Body is not required to respond to your remarks during their meeting.

5. **ORDINANCES, RESOLUTIONS AND OTHER ACTIONS:**
 - A. **ENGINEERING**
 1. **A RESOLUTION TO APPROVE AN ENGINEERING SERVICES AGREEMENT FROM ENGINEERING INTERNATION INC (ERI) FOR MATERIAL TESTING AND LIMITED INSPECTIONED FOR THE CONSTRUCTION OF SOUTH MAHOMET ROAD TO CHURCHILL ROAD (INCLUDING CHURCHILL ROAD) FOR THE NOT-TO-EXCEED AMOUNT OF \$50,000.**
 2. **A RESOLUTION TO APPROVE AN ENGINEERING SERVICES AGREEMENT FROM BERNES, CLANCY AND ASSOCIATES (BCA) FOR STAKING AND SURVEYING FOR THE CONSTRUCTION OF SOUTH MAHOMET ROAD TO CHURCHILL ROAD (INCLUDING CHURCHILL ROAD) FOR THE NOT-TO-EXCEED AMOUNT OF \$80,400.**
6. **ADMINISTRATOR'S REPORT:**
 - A. **DEPARTMENTAL REPORTS**
 1. **TRANSPORTATION**
 2. **WATER/WASTEWATER**
 3. **ENGINEERING**
 4. **POLICE**
 - B. **DISCUSSION/UPDATE ON MAHOMET MUSIC FESTIVAL 2022**
7. **MAYOR'S REPORT:**
 - A. **APRIL 2022 BOARD MEETING CALENDAR**
 1. **STUDY SESSION- APRIL 19, 2022- 6:00 P.M.**
 2. **BOARD OF TRUSTEES MEETING-APRIL 26, 2022 – 6:00 P.M.**
8. **NEW BUSINESS:** (Discussion of any items that the Trustees may have for new business not listed on the agenda. No formal action will be taken on these items during this proceeding)
9. **EXECUTIVE SESSION: TO DISCUSS THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY PURSUANT TO 5 ILCS 120/2 (c)(6).**
10. **ADJOURNMENT**

VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS
DETERMINATION OF VILLAGE PRESIDENT REGARDING ATTENDANCE AT
MEETINGS

WHEREAS the Governor of the State of Illinois has issued a disaster declaration and declared an emergency regarding the COVID-19 virus and the Governor has issued various Executive Orders in that regard; and

WHEREAS the Open Meetings Act (5 ILCS 120/1 et seq) has been amended by SB 2135 and signed by the Governor effective June 12, 2020; and,

WHEREAS as President of the Village of Mahomet, Champaign County, Illinois (“Village”) I have determined that the Village is covered by the disaster declarations and emergency orders of the Governor; and,

WHEREAS as President of the Village, I note the need for our Board of Trustees and all Village commissions, councils and boards to conduct business, but that certain members of said boards, commissions and councils are unwilling to attend meetings in person due to concerns regarding COVID-19.

THEREFORE, I DECLARE AS FOLLOWS:

1. The recitals contained above are hereby determined to be findings of fact.
2. In person meetings of the Village Board of Trustees, and other meetings of Village boards, commission and councils are not practical and not prudent at this time given the continued concerns regarding COVID-19.
3. This Determination is effective immediately and shall expire on June 30, 2022, unless revoked by me in writing prior thereto.

SO DETERMINED, EXECUTED AND POSTED on April 1st, 2022.

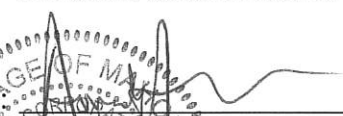
VILLAGE OF MAHOMET, CHAMPAIGN, COUNTY, ILLINOIS

By:



President of the Board of Trustees

Attest:



Village Clerk

Seal:





MEMORANDUM
TO THE
BOARD OF TRUSTEES

ITEM: Resolution to approve an ESA from ERI for material testing and limited inspection for the construction of South Mahomet Road to Churchill Road (including Churchill Road)	DEPARTMENT: Engineering
AGENDA SECTION: Transportation	AMOUNT: \$50,000
ATTACHMENTS: () ORDINANCE (X) RESOLUTION (X) OTHER SUPPORTING DOCUMENTS	DATE: April 12, 2022

INTRODUCTION:

The construction of the ROADWAY portion of phase 1 of the South Mahomet Road (SMR) Extension requires support from engineering consultants. ERI has been asked to present a proposal for material testing and limited inspected for the construction of SMR Phase 1.

DESCRIPTION:

An exhibit of the location of the project is attached.

Feutz Contractors will be constructing this section of South Mahomet Road, Churchill Road, and the roundabout at their intersection. ERI has provided an ESA with the scope to aid with the following items:

- Base soils and Subbase aggregate testing
- Concrete testing
- Asphalt testing
- A contingency for on-site inspector to help, as needed

DISCUSSION OF ALTERNATIVES:

1. Get a quote from a different firm.

COMMUNITY INPUT:

None

BUDGET IMPACT:

This is work that the Engineering Department can only provide thru a testing firm. Specialized equipment and trained technicians are required to perform the work. Professional

services are included in the Transportation CIP budget for the South Mahomet Road Phase 1 construction project. The funding is TIF.

The cost proposed is approximately 1% of the contract price, which is an acceptable amount.

STAFF IMPACT:

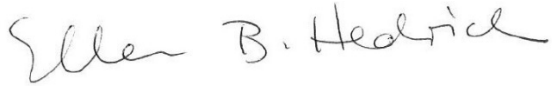
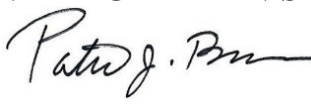
Ellen will be the resident engineer for this project and will hire out the material testing to ERI (ESA presented here). Berns, Clancy and Associates will be providing construction layout staking and surveying for the project (ESA to be presented separately).

SUMMARY:

Material Testing is required by our Village Standards (IDM) and will be completed according to those and IDOT standards.

RECOMMENDED ACTION:

IT IS RECOMMENDED THE VILLAGE BOARD OF TRUSTEES APPROVE THE ENGINEERING SERVICES AGREEMENT FROM ENGINEERING INTERNATIONAL INC. (ERI) FOR THE NOT-TO-EXCEED AMOUNT OF \$50,000.

<p>ENGINEERING DEPARTMENT APPROVAL:</p> 	<p>VILLAGE ADMINISTRATOR:</p> 
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RESOLUTION 22-04-

**A RESOLUTION TO APPROVE AN ENGINEERING SERVICES AGREEMENT
FROM ENGINEERING INTERNATION INC (ERI)
FOR MATERIAL TESTING AND LIMITED INSPECTIONED
FOR THE CONSTRUCTION OF SOUTH MAHOMET ROAD TO CHURCHILL ROAD
(INCLUDING CHURCHILL ROAD)
FOR THE NOT-TO-EXCEED AMOUNT OF \$50,000**

WHEREAS, Village Staff and the Board of Trustees approved the FY2022 budget in May of 2021; and,

WHEREAS, Village Board of Trustees approved the FY2022 – 2026 Capital Improvement Plan, which includes the South Mahomet Road Extension construction and professional services; and,

WHEREAS, this project involves the extension of South Mahomet Road across the tracks 3,800’ easterly to Churchill Road and the extension of Churchill Road south 951’; and,

WHEREAS, the Village Engineer procured a proposal from ERI for material testing and limited inspection services; and,

WHEREAS, ERI has provided a detailed scope of services reviewed and found acceptable by the Village Engineer; and,

WHEREAS, the Village Engineer recommends approving the ESA containing that scope of services not-to-exceed \$50,000.

NOW, THEREFORE, BE IT RESOLVED this 26th day of April 2022, by the Board of Trustees of the Village of Mahomet that:

1. The Village of Mahomet Board of Trustees does hereby approve Engineering Services Agreement from ERI for material testing and limited inspection services for the not-to-exceed cost of \$50,000.
2. The Village of Mahomet Board of Trustees further authorizes the Village Administrator to execute the required contract documents.

Sean M. Widener
Board of Trustees
Village of Mahomet

Attest:

Village Clerk

Village of Mahomet
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement is made between the Village of Mahomet, Illinois, hereinafter referred to as the "Village", and:

(Insert Complete Legal Name and Address of the Professional Engineer.)

**ERES International Inc. DBA Engineering and Research International, Inc.
1401 Regency Drive East, Suite E
Savoy, IL 61874**

hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein.

This Agreement consists of seven sections, including five exhibits A, B, C, D and E, and any Addendum attached.

The professional engineering services to be provided under this Agreement consist of those phases A through G checked below. A more particular description of each phase is contained in Section II, "Basic Services", of the Agreement and is further described in Exhibit C, "Scope of Work."

<i>(Please place an "X" in the appropriate boxes.)</i>		Phase	Description
Included in this agreement.	Not included in this agreement.		
	x	A.	Study and Report Phase
	x	B.	Preliminary Design Phase
	x	C.	Final Design Phase
	x	D.	Bidding Phase
	x	E.	Construction Survey and Layout Phase
x		F.	Construction Inspection Phase
	x	G.	Reimbursable Expenses (Ref. Section VI.C)

The professional engineering services obtained by the Village under this Agreement concern the following described Project hereinafter referred to as the "Project":

Project Budget Number:	ST-22SMR
Project Name:	South Mahomet Road Phase 1
Brief Project Description:	Material Inspection for South Mahomet Road Construction - Sunny Acres to Churchill; plus Churchill extension, in accordance with IDOT specifications and procedures.

SECTION I. GENERAL

A. ENGINEER

The Engineer shall provide professional engineering services for the Village in all phases of the Project to which this Agreement applies, serve as the Village's professional engineering representative for the Project as set forth herein, and shall give professional engineering consultation and advice to the Village during the performance of services hereunder. All services provided hereunder shall be performed by the Engineer in accordance with generally accepted Engineering standards to the satisfaction of the Village.

B. NOTICE TO PROCEED

The Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed with that Phase.

C. TIME

The Engineer shall begin work on each successive phase promptly after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project to complete each phase in an expeditious manner within the time limits set forth in Section II. Time is of the essence to this Agreement.

D. VILLAGE'S REPRESENTATIVE

The Village's representative to the Engineer shall be the Village Engineer or an authorized representative of the Village.

E. EXTRA WORK AND CHANGE ORDERS

The Engineer shall only perform work authorized by this contract and defined in Exhibit C, the Scope of Work. Should the size or complexity of the project exceed the amount of work

contemplated by this contract or defined in the Scope of Work, the Engineer shall obtain written authorization to perform extra work before such work is actually performed. The cost to perform any work prior to written authorization shall be paid exclusively by the Engineer and shall not be reimbursed by the Village.

Change orders to authorize extra work may be approved by the Village Administrator using his/her administrative authority granted under the Village of Mahomet Municipal Code provided that the sum of costs for all change orders approved administratively shall not exceed 10% of the contract amount last approved by the Village Board of Trustees. Only the Village Board of Trustees may approve change orders for amounts that exceed 10% of the contract amount last approved by the Village Board of Trustees.

The Engineer shall not be reimbursed for costs incurred above the currently approved contract amount plus the cost of change orders approved in accordance with the requirements of the Village of Mahomet Municipal Code.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

	Included in this Agreement.
x	Not included in this Agreement.

The Engineer shall:

1. Village's Requirements

Review available data and consult with the Village to clarify and define the Village's requirements for the Project.

2. Advise Regarding Additional Data

Advise the Village as to the necessity of the Village providing or obtaining from others data or services of the types described in Section IV.C, in order to evaluate or complete the Project, and act as the Village's representative in connection with any such services.

3. Technical Analysis

Provide analysis of the Village's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

4. Economic Analysis

Provide a general economic analysis of the Village's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the Village.

5. Report Preparation

Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the Village and setting forth the Engineer's findings and recommendations with

opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

6. Report Presentation

Furnish at least five (5) copies of the report and present and review the report in person with the Village as the Village Engineer shall direct. The cost of report reproduction shall be considered a reimbursable expense and paid in accordance with Section VI.C of this Agreement.

7. Supplementary Duties

The duties and responsibilities of Engineer during the Study and Report Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

8. Completion Time

The Study and Report Phase shall be completed, and Report submitted within the time defined in the detailed Scope of Services attached as Exhibit C.

B. PRELIMINARY DESIGN PHASE

	Included in this Agreement.
x	Not included in this Agreement.

After written authorization to proceed with the Preliminary Design Phase, the Engineer shall:

1. Extent of Project

In consultation with the Village and based on the accepted report, determine the extent of the Project.

2. Preliminary Design Documents

The Village of Mahomet prefers that design is done using Bentley MicroStation and Geopak software. Prepare preliminary design documents consisting of final design criteria, preliminary drawings, in accordance with IDOT plan presentation, and outline specifications.

3. Revised Project Costs

Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

4. Real Estate Acquisition: Legal Description and Plat

Based on preliminary design documents, furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the Village must acquire an interest in order to proceed with construction of the Project. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description

text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the Village Engineer or his/her designee.

5. Document Presentation

Furnish five (5) copies of the above preliminary design documents and present and review such documents in person with the Village as the Village Engineer may direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this Agreement.

6. Supplementary Duties

The duties and responsibilities of the Engineer during the Preliminary Design Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

7. Completion Time

The Preliminary Design Phase shall be completed, and a report submitted within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section VI,E of this contract.

C. FINAL DESIGN PHASE

	Included in this Agreement.
x	Not included in this Agreement.

1. Drawings and Specifications

Based on the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereafter called "Drawings") and Specifications. The specification shall consist of Part 3 "Technical Specifications" of the Village's standard Capital Improvement Construction Contract.

2. Approvals of Governmental Entities

Furnish to the Village such documents and design data as may be required for, and assist in the preparation of, the required documents so that the Village may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3. Adjusted Project Costs

Advise the Village of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

4. Contract Document Preparation

The Engineer shall complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the Village's standard Capital Improvement Construction Contract. The Engineer shall prepare Part 3 "Technical Specification" for inclusion in the standard construction contract. The Engineer shall not alter the Village's standard contract document without the permission of the Village. The Village shall provide the Engineer with previously prepared Technical Specifications which may be used as appropriate. The Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications established by the Village on the previously prepared Technical Specifications.

5. Document Presentation

Furnish five (5) copies of the above documents and present and review them in person with the Village. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this Agreement. The Village requires that electronic PDFs of the plans and specifications are submitted. Additional electronic files in Bentley MicroStation format of the original topo and final proposed design file shall be also be submitted upon completion.

6. Supplementary Duties

The duties and responsibilities of the Engineer during the Final Design Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

7. Completion Time

The Final Design Phase shall be completed, and plans submitted within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section IV,E of this contract.

D. BIDDING PHASE

	Included in this Agreement.
x	Not included in this Agreement.

The Engineer shall:

1. Assist in Bidding

Assist the Village in obtaining bids for each separate Village contract for construction, materials, equipment and services.

2. Advise Regarding Contractors and Subcontractors

Consult with and advise the Village as to the acceptability of subcontractors and other persons and organizations proposed by the Village's Contractors, hereafter called "Contractors," for those portions of the work as to which such acceptability is required by the bidding documents.

3. Consult Regarding Substitutes

Consult with and advise the Village as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

4. Distribute Plans and Contract Documents to Bidders

The Engineer shall reproduce ten (10) copies of the plans and contract documents and make them available to prospective bidders. The Engineer shall record the name, address, telephone number and fax number of each of the bidders taking a set of plans and contract documents. The Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Engineer, which shall offset the cost of duplication, said amounts shall not be billed to the Village.

5. Respond to Questions from Bidders

During the bidding period, the Engineer shall receive and respond to questions from prospective bidders. All responses shall be written and shall be provided to all prospective bidders. Questions received five (5) days before the bid opening shall be answered. Questions received between four (4) and two (2) days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) day before on the day of the bid opening shall not be answered.

6. Tabulate and Evaluate Bids

The Engineer shall prepare a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Engineer shall assist the Village in evaluating bids or proposals and in assembling and awarding contracts.

7. Supplementary Duties

The duties and responsibilities of the Engineer during the Bidding Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

8. Completion Time

The Bidding Phase shall be completed, and recommendations submitted within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section IV, E of this contract.

E. CONSTRUCTION SURVEY AND LAYOUT PHASE

	Included in this Agreement.
x	Not included in this Agreement.

1. General

This phase of the work may or may not be performed in conjunction with Phase F, "Construction Observation Phase" of this Agreement. Inclusion of this phase in the Agreement does not imply that services identified under Phase F are to be provided unless specifically indicated in this Agreement.

2. Duties

The Engineer shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Engineer shall be sufficient to permit the construction contractor to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.

3. Replacement of Lost Control Points

The Engineer shall be required to establish control points at Engineer's costs only one time. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Engineer and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the Village.

4. Accuracy

The Engineer shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Engineer shall be responsible for the accuracy of the control points which are established. The Engineer shall be responsible for costs which may result from errors in placement of control points.

The Engineer shall take all reasonable and customary actions to protect the control points established by the Engineer.

5. Supplementary Duties

The duties and responsibilities of the Engineer during the Construction Survey and Layout Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

6. Completion Time

The Construction Survey and Layout Phase shall be completed within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section VI, E of this contract.

F. CONSTRUCTION OBSERVATION PHASE

PLEASE NOTE THAT ERES International, Inc. DBA Engineering and Research International, Inc.'s Scope of Work under this section will be limited to providing Materials Testing and Construction Inspection Services as provided in our proposal under EXHIBIT C *AF*

x	Included in this Agreement.
	Not included in this Agreement.

1. General Duties

This phase of the work may or may not be performed in conjunction with Phase E, "Construction Survey and Layout Phase" of this Agreement. Inclusion of this phase in the Agreement does not imply that services identified under Phase E are to be provided unless specifically indicated in this Agreement.

Consult with and advise the Village and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the contractor builds the project in accordance with the plans and specifications.

2. Construction Observation and Reporting

Make visits to the site at intervals appropriate to the various stages of construction to observe, as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During such visits and based on on-site observations, the Engineer shall keep the Village informed of the progress of the work, shall endeavor to guard the Village against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

3. Review of Technical and Procedural Aspects

Review and approve (or take other appropriate action) in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).

4. Contract Documents

Receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any Municipal, State or Federal law or rule or regulation and submit the forms to the Village for final approval.

5. Conferences and Meetings

Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof including to the Village.

6. Documentation

The documentation provided by the Engineer of Construction Observation shall meet the requirements defined in the Illinois Department of Transportation Construction Manual, Section 800 entitled "Documentation."

- (a) Prepare Inspector's Daily Reports and Quantity Book as required in the Construction Manual.
- (b) Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
- (c) Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the Village. Take multiple photographs of the Work and keep a log and file of the photos.
- (d) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.

7. Reports

- (a) Furnish the Village periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- (b) Consult with the Village, in advance of scheduled major tests, inspections, or start of important phases of the Work.
- (c) Draft proposed Change Orders, obtain back-up material from the Contractor, and make recommendations to the Village regarding Change Orders and Field Orders.
- (d) Report immediately to the Village upon the occurrence of any accident.

8. Contract Interpretation; Review of Quality of Work

Issue all instruction of the Village to the Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the Village's approval; have authority, as the Village's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

9. Prepare Engineer's Pay Estimate

Based on the Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work; such recommendations of payment

will constitute a representation to the Village, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the Village.

10. Determination of Substantial Completion

Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the Village and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

11. Authority and Responsibility

The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.

12. Engineer Not Responsible for Acts of Contractor

The Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs E-1 through E-8 inclusive shall be construed to release the Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.

13. Preparation of Record Drawings

The Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. The plans shall be delivered to the Village in the form of one set of prints. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this agreement.

14. Supplementary Duties

The duties and responsibilities of the Engineer during the Construction Inspection Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

15. Completion Time

The Construction Inspection Phase shall be completed within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section VI, E of this contract.

SECTION III. (Reserved for future use)

SECTION IV. VILLAGE'S RESPONSIBILITIES

A. FURNISH REQUIREMENTS AND LIMITATIONS

Provide all criteria and full information as to the Village's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the Village will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION

Assist the Engineer by placing at the Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. FURNISH TECHNICAL INFORMATION

Furnish to the Engineer, as required for performance of the Engineer's Basic Services (except to the extent provided otherwise in Exhibit C, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section II; all of which the Engineer may rely upon in performing the Engineer's services.

D. SURVEYS AND REFERENCE POINTS

Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II or III to enable the Contractor(s) to proceed with the layout of the work.

E. ACCESS TO PROPERTY

Arrange for access to and make all reasonable provisions for the Engineer to enter upon public and private property as required for the Engineer to perform the Engineer's services.

F. REVIEW DOCUMENTS

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor and other consultants as the Village deems appropriate for such examination and render in writing

decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

G. OBTAIN APPROVALS AND PERMITS

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless Engineer is specifically assigned such duties.

H. ACCOUNTING, LEGAL AND INSURANCE SERVICE

Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the Village may require or the Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the Village may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the Village may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

I. NOTIFY THE ENGINEER OF DEFECTS OR DEVELOPMENT

Give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the Contractor(s).

J. COSTS OF THE VILLAGE'S RESPONSIBILITIES

Bear all costs incident to compliance with the requirements of this Section IV, unless otherwise agreed in writing.

SECTION V. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS

The Village and the Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the Village nor the Engineer shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer, or agent of any public body or any employee or director of a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Engineer.

B. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work product developed by the Engineer in connection with this Project are public documents and shall remain the property of the Village whether the Project is completed or not. Reuse of any of the work product of the Engineer by the Village on extensions of this Project or any other project without written permission of the Engineer shall be at the Village's risk and the Village agrees to defend, indemnify and hold

harmless the Engineer from all damages and costs including attorney fees arising out of such reuse by the Village or others acting through the Village.

C. ESTIMATES OF COST (COST OPINION)

Since the Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Engineer's experience and qualifications, but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. Insurance

- a) General Requirement. During the term of this Agreement, at its own cost and expense, the Engineer shall maintain in full force and effect the insurance policies as noted below.
- b) Time of Submission; Certificate(s) of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Engineer shall provide the Village with certificate(s) of insurance showing evidence of the policies noted below. The Village must be notified of any non-renewal, change in terms and conditions or changes to the policies at least 30 days in advance. If any policy is being cancelled for non-payment of premium, the Village must be given at least 10 Day notice. The Engineer shall provide renewal certificates to the Village prior to policy expiration, if any expire during the course of this agreement. If requested by the Village, the Engineer shall provide copies of any of the insurance policies.
- c) Types and Limits of Insurance. The Engineer shall maintain the following types of insurance coverage with companies qualified to do business in Illinois and have a current rating of A- VIII or better by A. M. Best. The Village shall be listed as the certificate holder and as additional insured.
 - 1) Commercial general liability insurance (CGL). The Engineer shall maintain CGL insurance with a limit of not less than \$1,000,000 each occurrence. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract. The Village of Mahomet, its officers and employees shall be included as insured under the CGL, using ISO additional insured endorsement 20 26 or substitute providing equivalent coverage. The insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Village. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

- 2) Automobile Liability. The Engineer shall maintain automobile liability insurance with a combined single limit of not less than \$1,000,000 each accident. The auto liability insurance shall be written on ISO occurrence form CA 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
- 3) Workers' Compensation Insurance. The Engineer shall maintain workers' compensation and employers' liability insurance. The employers' liability limits shall not be less than \$100,000 each accident for bodily injury by accident or \$100,000 each employee for bodily injury by disease.
- 4) Professional Liability Insurance. The Engineer shall maintain professional liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Engineer, or any person employed by the Engineer, with a limit of not less than \$1,000,000 each claim. If the policy is written on a claims made basis, the retroactive date of the policy must predate this agreement. In addition, the policy term must extend one year beyond the completion date of the project(s) contracted for in this agreement.
- 5) Deductibles or Self-Insured Retentions. If the Engineer has a deductible or self-insured retention on any of the policies, the amount of the deductible or self-insured shall be disclosed to the Village, and subject to the approval of the Village. The approval will not be unreasonably withheld. The Engineer shall be solely responsible for payment of any deductible or self-insured retention.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given (1) not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the Village for its convenience; provided that the Engineer is given (1) not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the Village prior to termination.
3. Upon receipt of a notice of intent to terminate from the Village pursuant to this Agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the Village at any reasonable time at a location specified by the Village all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the Village may take over the work and prosecute the same to completion by agreement with another party or otherwise.

F. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Engineer an employee or partner of the Village. The Engineer shall at all times hereunder be construed to be an independent contractor.

G. FEDERAL FUNDING

If Federal Funds are utilized as a source of Project funding, the Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. AMENDMENT OF AGREEMENT

This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

I. HOLD HARMLESS

To the extent caused by Engineer's negligent acts or omissions, Engineer shall indemnify and save harmless the Village, its officers and employees against damages to property or injuries to or death of any person or persons, including property and employees or agents of the Village and including reasonable attorney's fees incurred by the Village, in defense thereof, and shall indemnify and save harmless the Village from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever, to the extent caused by Engineer's negligent acts or omissions to act in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Engineer or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Engineer under the terms of the Agreement. The Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Engineer's own judgment, may be necessary for the Engineer's proper protection in the prosecution of the work.

J. COPYRIGHT ASSIGNMENT

The Engineer assigns to the Village any and all of Engineer's rights under copyright laws for work prepared by the Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Engineer agrees to execute any additional documents the Village may request to effectuate the assignment of said copyright.

K. NO BID RIGGING, BID ROTATION

The Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code.

L. NO DELINQUENT ILLINOIS TAXES

The Engineer agrees that the Affidavit of No Delinquent Illinois Taxes, attached as Exhibit E, is incorporated into this contract by reference.

M. DRUG FREE WORKPLACE

The Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Engineer shall provide to the Village the Drug Free Workplace Certification attached as Exhibit D.

SECTION VI. PAYMENT

A. BASIS OF BILLING

Village shall pay the Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times the factor shown in the box to the right for services rendered by principals and employees assigned to the Project.	3.00
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Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Engineer and their hourly direct labor costs are set forth in Exhibit A hereto.

B. SPECIAL CONSULTANT

The Engineer shall engage other firms or special consultants only upon written approval of the Village Administrator, unless clearly stated in the "Scope of Work" Exhibit C, with cost details. The Village shall pay the Engineer for services and reimbursable expenses of special consultants engaged by the Engineer with the approval of the Village Administrator, the amount billed by the Special Consultant to the Engineer.

C. REIMBURSABLE EXPENSES

In addition to payments provided for in paragraphs A and B of this Section, the Village shall pay the Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Engineer's vehicles are used on the project, the Village shall pay the Engineer the amount shown in the box to the right per mile for use of the vehicle.	\$n/a per mile included as lumpsum per trip
--	--

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Engineer for work satisfactorily completed and shall be made by the Village to the Engineer as soon as practicable upon submission of statements requesting payment by the Engineer to the Village. Each

statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit B. If the Engineer prefers, the Invoice Data sheet may serve as the Engineer's invoice.

2. No payment request made pursuant to subparagraph 1 of this Section VI shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this Agreement for that phase or additional service without the prior authorization of the Village. These estimates have been prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the Village.
3. Upon receipt of a properly invoiced payment request, the Village shall pay the amount due less any amounts allowed to be retained or withheld by the Village under this Agreement within 60 days of receipt of the invoice.
4. Upon satisfactory completion of the work performed hereunder, and prior to final payment under this Agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the Village a release of all payment claims against the Village arising under or by virtue of this Agreement.
5. The Engineer and Village agree that the Local Government Prompt Payment Act does not apply to this Agreement.
6. In the event of termination by Village under Section V.E upon the completion of any phase of the Basic Services, progress payments due Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by Village during any phase of the Basic Services, Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Engineer's Direct Labor Costs times a factor defined in Section VI.A. of this Agreement for services rendered during that phase to date of termination by Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Engineer will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination, which, if termination is at Village's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by Engineer to the date of termination as follows: 10% of the difference between the amount which the Engineer has earned computed as described in paragraphs A, B and C of this section and the maximum payment amount described in paragraph E of this section.

E. COMPLETION TIME AND MAXIMUM PAYMENT

The Engineer shall complete all services described in Section II.A through F including all attachments to Section II within the time schedule and for an amount including direct expenses not to exceed the amount shown hereunder:

Section II	Description	Time Schedule <i>(Show completion date or duration in days)</i>	Maximum Compensation
A.	Study and Report Phase		\$
B.	Preliminary Design Phase		\$
C.	Final Design Phase		\$
D.	Bidding Phase		\$
E.	Construction Survey and Layout Phase		\$
F.	Construction Inspection Phase	May-November 2022	\$50,000
G.	Reimbursable Expenses		\$
Total			\$
The maximum compensation for all Phases A through G shall not exceed (in words) Fifty Thousand Dollars			

SECTION VII. SPECIAL PROVISIONS

The following Exhibits are attached to and made part of this Agreement:

1. Exhibit A, "Direct Hourly Labor Costs of the Engineer", consisting of 1 page.
2. Exhibit B, "Invoice Data Sheet", consisting of 1 page.
3. Exhibit C, "Scope of Work", consisting of 3 pages.
4. Exhibit D, "Disclosure Affidavit", consisting of 3 pages.
5. Exhibit E, "Insurance Certificate(s)".

This Agreement is made between the Village and the Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

VILLAGE OF MAHOMET, ILLINOIS	ENGINEER
By:	By: <i>Ahmad</i> (ABBAS A. BUTT)
Title: Village Administrator	Title: <i>PRESIDENT</i>
Date:	Date: <i>3-25-2022</i>

Exhibit B – VILLAGE OF MAHOMET INVOICE DATA SHEET

<i>(Engineer Name and Address)</i>		Village Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement / C.O.	Date Approved	Resolution Number	Upper Limit
Original Contract			

Detailed list of services performed during billing period:

Itemized billing:

Staff Name	Classification	Hours	Direct Rate	Total
			Sub-total	
Multiplier				
Total Cost				
Subconsultant Cost	attach itemized billing			
Reimbursable Expenses	attach itemized billing			
TOTAL AMOUNT DUE THIS INVOICE:				
Previously billed				
Percent Complete				

Signature: _____

Title: _____

EXHIBIT C

SCOPE OF WORK

ERES International, Inc. DBA Engineering and Research International Inc. Scope of Work is limited to providing Material Testing and Construction Inspection Services listed in our attached proposal for South Mahomet Road Project.



March 24, 2022
ERI Ref No: MTS-22-813.002

Ellen Hedrick
Village of Mahomet
503 East Main Street
P.O. Box 259
Mahomet, IL 61853

Engineering & Research Int'l, Inc.
1401 Regency Drive East
Savoy, Illinois 61874 USA
217-356-5945 (Phone)
217-356-6347 (Fax)
eri@erikuab.com
www.erikuab.com

Subject: Material Testing and Inspection Services for South Mahomet Road – Village of Mahomet, IL

Dear Mrs. Hedrick,

As per your request we have prepared the cost proposal for materials testing and inspection services for the South Mahomet Road Project. Based on our review of the project plan documents we have determined the following project scope of work for ERI's materials testing and inspection services:

- Sample Pickups
- Moisture Density Relationships (Proctor)
- Dynamic Cone Penetrometer Testing
- Nuclear Density for Compaction (Soils, Aggregates, and Asphalt)
- PCC Inspections
- Cylinder Breaks
- On-Site Inspector
- Report preparation
- Engineering review

For a breakdown of the estimated costs please see **Table 1**. The cost for our services will not exceed the estimated cost without prior authorization from the client. The cost for any additional tests not listed in the attached **Tables 1**, but requested by the client, will be billed as per the attached ERI Standard Fee Schedule.



If this proposal is acceptable, please complete and sign one copy of the proposal and return the entire form to our office. We thank you for giving us this opportunity to work with you. If you have any questions, please call our office at (217) 356-5945.

Sincerely,
Engineering & Research International, Inc.

Accepted by,
Village of Mahomet, IL.

Abbas A. Butt, Ph.D., P.E.
President

Name

Title

Date

Enclosure: Table 1
Fee Schedule
Terms and Conditions

Table 1: Cost Estimate for Materials Testing and Inspection Services for South Mahomet Road - Village of Mahomet, IL

Task Number	Task Description	Project Engineer		Technician		Equipment/ Vehicle		Lab Tests		Total Cost
		Hours	Rate	Hours	Rate	Units	Rate	Units	Rate	
1	Subbase and Base Testing (On-site and in the lab)									
	3 Sample Pickups (2 hours per trip)			6	\$58.00					\$ 348.00
	5 Moisture Density Relationships (Proctors) at \$190.00 each							5	\$ 190.00	\$ 950.00
	20 days of Nuclear Density Testing (4 hours per day)			80	\$58.00					\$ 4,640.00
	Nuclear Density Gauge Charge 20 days at \$60 per day					20	\$ 60.00			\$ 1,200.00
	6 days of Dynamic Cone Penetrometer Testing (6 hours per day)			36	\$58.00	6	\$ 45.00			\$ 2,358.00
	Vehicle Charge = 23 trips at \$25.00					23	\$ 25.00			\$ 575.00
Vehicle Charge = 6 trips at \$50.00					6	\$ 50.00			\$ 300.00	
Engineer Review and Report Preparation			31	\$120.00						\$ 3,720.00
2	PCC Testing (On-site and in the lab)									
	PCC Testing - (slump, air, temp., cylinders) 42 trips at 3 hours			126	\$58.00					\$ 7,308.00
	PCC Testing - (slump, air, temp., cylinders) 12 trips at 8 hours			96	\$58.00					\$ 5,568.00
	PCC Cylinder Pickup - 15 trips at 1 hour			15	\$58.00					\$ 870.00
	Vehicle Charge = 57 trips at \$25.00					57	\$ 25.00			\$ 1,425.00
	Vehicle Charge = 12 trips at \$50.00					12	\$ 50.00			\$ 600.00
	Compressive Strength of PCC Cylinders							354	\$ 15.00	\$ 5,310.00
Engineer Review and Report Preparation			54	\$120.00					\$ 6,480.00	
3	Bituminous Testing (On-site)									
	Asphalt Density Testing - 4 Trips at 6 hours			24	\$58.00					\$ 1,392.00
	Nuclear Density Gauge Charge (4 days at \$60 per day)					4	\$ 60.00			\$ 240.00
	Vehicle Charge = 4 trips at \$50.00					4	\$ 50.00			\$ 200.00
	Engineer Review and Report Preparation			4	\$120.00					\$ 480.00
4	On-Site Inspector									
	Oversee the on-site day to day activities for the Project Manager			80	\$75.00					\$ 6,000.00
	Total			89		463				\$ 49,964.00

Notes:

Please note that the above cost estimate is for budgeting purposes only. The actual cost will be determined by the actual amount of time that the Village of Mahomet requests our services. An overtime rate of 1.5 times the standard rate will apply for field and lab services required before 7:00 a.m. and after 5:00 p.m. (Monday - Friday)

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Exhibit D

DISCLOSURE AFFIDAVIT

(Fill in state and county in which affidavit is being signed)

STATE OF Illinois)
) ss.
COUNTY OF Champaign)

I, the undersigned, being duly sworn, do state as follows:

SECTION 1. BUSINESS STATUS STATEMENT

A. **ERES International Inc. DBA Engineering and Research International Inc.** (hereafter "Contractor" or "Vendor") is a **Corporation**:

Contractor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: **37-1124584**

(If a Corporation, complete B; If a Partnership or LLC, complete C; If an Individual, complete D)

B. **CORPORATION**

The State of Incorporation is **Illinois**.

Registered Agent of Corporation in Illinois: <u>Abbas A Butt</u> Name <u>1401 Regency Dr East</u> Address <u>Savoy, IL 61874</u> City, State, Zip <u>2173565945</u> Telephone	Business Information (If Different from Registered Agent): _____ Company Address, Principal Office _____ City, State, Zip _____ Telephone _____ Facsimile _____ Website
---	---

The corporate officers are as follows (list and identify all corporate officers - attach additional sheets if necessary):

President: **Abbas A Butt**

Vice President: _____

Secretary: **Tim Worstell**

Attach a List of all shareholders owning five percent (5%) or more of the stock in the corporation.

C. PARTNERSHIP OR L.L.C.

The business address is: _____

Telephone: _____ Fax: _____

Website or Email Address: _____

The partners or members are as follows: (Attach additional sheets if necessary)

(Name, Home Address and Telephone)
(Name, Home Address and Telephone)
(Name, Home Address and Telephone)

Manager of LLC (attach additional sheets as needed):

Name:

Address:

Telephone:

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

Email or website: _____

SECTION 2. NON-COLLUSION STATEMENT

A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract None

B. No department director or any employee or any officer of the Village of Mahomet

has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Contractor/Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 3. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Contractor/Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that Contractor/Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

SECTION 4. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Contractor/Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONTRACTOR/VENDOR



Signature

Printed Name: Abbas A Butt
Title: President



SUBSCRIBED and SWORN to before me this 25 day of MARCH, 2022



Notary Public

My Commission Expires: July 30, 2023

EXHIBIT E

Insurance Certificate(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GTPS Insurance 1311 S Neil Champaign, IL 61820	CONTACT NAME: Terry Reno
	PHONE (A/C, No, Ext): 217-373-6856 FAX (A/C, No):
	E-MAIL ADDRESS: treno@gtpsinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED ERES International, Inc 1401 Regency Dr East Savoy, IL 61874	INSURER A: Western National NAIC # 15377
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP 1217622	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1216440	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			UMB 1036797	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 1029347	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution			CPP 1217622	12/31/2021	12/31/2022	Each OCC 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Mahomet , its officers and employees are additional insureds on the GL, and Auto. 30 day notice of cancellation will be given

CERTIFICATE HOLDER

CANCELLATION

Village Of Mahomet 503 E Main Mahomet, IL 61853	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito	
		PHONE (A/C, No, Ext): 309-282-3903	FAX (A/C, No): 866-501-3945
		E-MAIL ADDRESS: LBomarito@holmesmurphy.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: XL SPECIALTY INS CO	NAIC # 37885
INSURED ERES International, Inc. DBA Engineering & Research International, Inc. 1401 Regency Drive East Savoy, IL 61874		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 64006165 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>							\$
	OTHER:							\$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability (Claims Made)			DPR9987340	01/01/22	01/01/23	Each Claim	3,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A 30 day notice of cancellation applies in favor of the certificate holder.

CERTIFICATE HOLDER

Village of Mahomet
Attn: Ellen Hedrick
503 E. Main Street
P.O. Box 259
Mahomet, IL 61853-0259

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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ACORD 25 (2016/03)

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lbomaritoil
64006165



Phase 1

South Mahomet Road/Churchill Road
Extensions



MEMORANDUM
TO THE
BOARD OF TRUSTEES

ITEM: Resolution to approve an ESA from BCA for construction staking and surveying services for the construction of South Mahomet Road to Churchill Road (including Churchill Road)	DEPARTMENT: Engineering
AGENDA SECTION: Transportation	AMOUNT: \$80,400
ATTACHMENTS: () ORDINANCE (X) RESOLUTION (X) OTHER SUPPORTING DOCUMENTS	DATE: April 12, 2022

INTRODUCTION:

The construction of the ROADWAY portion of phase 1 of the South Mahomet Road (SMR) Extension requires support from engineering consultants. Berns, Clancy and Associates (BCA) has been asked to present a proposal for construction staking and surveying services needed for the construction of SMR Phase 1.

DESCRIPTION:

An exhibit of the location of the project is attached.

Feutz Contractors will be constructing this section of South Mahomet Road, Churchill Road, and the roundabout at their intersection. BCA has provided an ESA with the scope to aid with the following items:

- Refresh Right-of-way and easement staking to delineated bounds of work areas
- Rough grade and final staking of various items for the Contractor such as earth grades, storm sewers, centerline and sidewalks
- Surveying services as needed to aid the Resident Engineer, including as-built data
- Final Right-of-way staking upon completion

DISCUSSION OF ALTERNATIVES:

1. Get a quote from a different firm.

COMMUNITY INPUT:

None

BUDGET IMPACT:

This is a work item that can be included in the bid contract, but in this case it seemed better to be in control of the staking and have the firm that is most familiar with the project perform that work. Therefore the work is hired directly by the Village Engineer.

This is work that the Engineering Department needs help providing. Special equipment is required, and some work involves licensed surveyors. Professional services are included in the Transportation CIP budget for the South Mahomet Road Phase 1 construction project. The funding is TIF.

The cost proposed is approximately 2% of the contract price, which is an acceptable amount.

STAFF IMPACT:

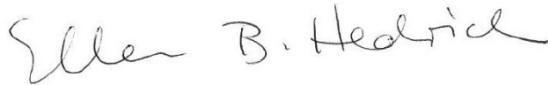

Ellen will be the resident engineer for this project and will hire out the material testing to ERI (ESA presented separately). Berns, Clancy and Associates will be providing construction layout staking and surveying for the project (ESA presented here).

SUMMARY:

Construction staking is needed to assure the Contractor builds the project to our plan lines and grades. BCA is very familiar with the project having provided the topographic survey, property boundary surveys for land acquisition, and some of the design. They have been involved with the project from the start.

RECOMMENDED ACTION:

IT IS RECOMMENDED THE VILLAGE BOARD OF TRUSTEES APPROVE THE ENGINEERING SERVICES AGREEMENT FROM BERNS, CLANCE AND ASSOCIATES (BCA) FOR THE NOT-TO-EXCEED AMOUNT OF \$80,400.

<p>ENGINEERING DEPARTMENT APPROVAL:</p> 	<p>VILLAGE ADMINISTRATOR:</p> 
--	---



RESOLUTION 22-04-

**A RESOLUTION TO APPROVE AN ENGINEERING SERVICES AGREEMENT
FROM BERNS, CLANCY AND ASSOCIATES (BCA)
FOR STAKING AND SURVEYING FOR THE CONSTRUCTION OF SOUTH
MAHOMET ROAD TO CHURCHILL ROAD (INCLUDING CHURCHILL ROAD)
FOR THE NOT-TO-EXCEED AMOUNT OF \$80,400**

WHEREAS, Village Staff and the Board of Trustees approved the FY2022 budget in May of 2021; and,

WHEREAS, Village Board of Trustees approved the FY2022 – 2026 Capital Improvement Plan, which includes the South Mahomet Road Extension construction and professional services; and,

WHEREAS, this project involves the extension of South Mahomet Road across the tracks 3,800’ easterly to Churchill Road and the extension of Churchill Road south 951’; and,

WHEREAS, the Village Engineer procured a proposal from BCA for construction staking and surveying services; and,

WHEREAS, BCA has provided a detailed scope of services reviewed and found acceptable by the Village Engineer; and,

WHEREAS, the Village Engineer recommends approving the ESA containing that scope of services not-to-exceed \$80,400.

NOW, THEREFORE, BE IT RESOLVED this 26th day of April 2022, by the Board of Trustees of the Village of Mahomet that:

1. The Village of Mahomet Board of Trustees does hereby approve Engineering Services Agreement from BCA for construction staking and surveying services for the not-to-exceed cost of \$80,400.
2. The Village of Mahomet Board of Trustees further authorizes the Village Administrator to execute the required contract documents.

Sean M. Widener
Board of Trustees
Village of Mahomet

Attest:

Village Clerk

Village of Mahomet
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement is made between the Village of Mahomet, Illinois, hereinafter referred to as the "Village", and:

(Insert Complete Legal Name and Address of the Professional Engineer.)

Berns, Clancy and Associates, P.C.
405 East Main Street
Post Office Box 755
Urbana, Illinois 61803-0755

hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein.

This Agreement consists of seven sections, including five exhibits A, B, C, D and E, and any Addendum attached.

The professional engineering services to be provided under this Agreement consist of those phases A through G checked below. A more particular description of each phase is contained in Section II, "Basic Services", of the Agreement and is further described in Exhibit C, "Scope of Work."

<i>(Please place an "X" in the appropriate boxes.)</i>		Phase	Description
Included in this agreement.	Not included in this agreement.		
		A.	Study and Report Phase
		B.	Preliminary Design Phase
		C.	Final Design Phase
		D.	Bidding Phase
X		E.	Construction Survey and Layout Phase
X		F.	Construction Inspection Phase
X		G.	Reimbursable Expenses (Ref. Section VI.C)

The professional engineering services obtained by the Village under this Agreement concern the following described Project hereinafter referred to as the "Project":

Project Budget Number:
Project Name: South Mahomet Road Re-Alignment
Brief Project Description: Field Survey Work to set horizontal and vertical control for paving project, Field Survey Work to set grade stakes for pavement centerline, roadside ditches, sidewalks, and storm drain lines. Field Survey Work to collect As-Built data for completed improvements.

SECTION I. GENERAL

A. ENGINEER

and surveying

The Engineer shall provide professional engineering services for the Village in all phases of the Project to which this Agreement applies, serve as the Village's professional engineering/surveying representative for the Project as set forth herein, and shall give professional engineering/surveying consultation and advice to the Village during the performance of services hereunder. All services provided hereunder shall be performed by the Engineer in accordance with generally accepted Engineering standards to the satisfaction of the Village.

and surveying

B. NOTICE TO PROCEED

The Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed with that Phase.

C. TIME

The Engineer shall begin work on each successive phase promptly after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project to complete each phase in an expeditious manner within the time limits set forth in Section II. Time is of the essence to this Agreement.

D. VILLAGE'S REPRESENTATIVE

The Village's representative to the Engineer shall be the Village Engineer or an authorized representative of the Village.

E. EXTRA WORK AND CHANGE ORDERS

The Engineer shall only perform work authorized by this contract and defined in Exhibit C, the Scope of Work. Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Engineer shall obtain written authorization to perform extra work before such work is actually performed. The cost to perform any work prior to written authorization shall be paid exclusively by the Engineer and shall not be reimbursed by the Village.

Change orders to authorize extra work may be approved by the Village Administrator using his/her administrative authority granted under the Village of Mahomet Municipal Code provided that the sum of costs for all change orders approved administratively shall not exceed 10% of the contract amount last approved by the Village Board of Trustees. Only the Village Board of Trustees may approve change orders for amounts that exceed 10% of the contract amount last approved by the Village Board of Trustees.

The Engineer shall not be reimbursed for costs incurred above the currently approved contract amount plus the cost of change orders approved in accordance with the requirements of the Village of Mahomet Municipal Code.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

	Included in this Agreement.
X	Not included in this Agreement.

The Engineer shall:

1. Village's Requirements

Review available data and consult with the Village to clarify and define the Village's requirements for the Project.

2. Advise Regarding Additional Data

Advise the Village as to the necessity of the Village providing or obtaining from others data or services of the types described in Section IV.C, in order to evaluate or complete the Project, and act as the Village's representative in connection with any such services.

3. Technical Analysis

Provide analysis of the Village's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

4. Economic Analysis

Provide a general economic analysis of the Village's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the Village.

5. Report Preparation

Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the Village and setting forth the Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

6. Report Presentation

Furnish at least five (5) copies of the report and present and review the report in person with the Village as the Village Engineer shall direct. The cost of report reproduction shall be considered a reimbursable expense and paid in accordance with Section VI.C of this Agreement.

7. Supplementary Duties

The duties and responsibilities of Engineer during the Study and Report Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

8. Completion Time

The Study and Report Phase shall be completed, and Report submitted within the time defined in the detailed Scope of Services attached as Exhibit C.

B. PRELIMINARY DESIGN PHASE

	Included in this Agreement.
X	Not included in this Agreement.

After written authorization to proceed with the Preliminary Design Phase, the Engineer shall:

1. Extent of Project

In consultation with the Village and based on the accepted report, determine the extent of the Project.

2. Preliminary Design Documents

The Village of Mahomet prefers that design is done using Bentley MicroStation and Geopak software. Prepare preliminary design documents consisting of final design criteria, preliminary drawings, in accordance with IDOT plan presentation, and outline specifications.

3. Revised Project Costs

Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

4. Real Estate Acquisition: Legal Description and Plat

Based on preliminary design documents, furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the Village must acquire an interest in order to proceed with construction of the Project. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the Village Engineer or his/her designee.

5. Document Presentation

Furnish five (5) copies of the above preliminary design documents and present and review such documents in person with the Village as the Village Engineer may direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this Agreement.

6. Supplementary Duties

The duties and responsibilities of the Engineer during the Preliminary Design Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

7. Completion Time

The Preliminary Design Phase shall be completed, and a report submitted within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section VI,E of this contract.

C. FINAL DESIGN PHASE

	Included in this Agreement.
X	Not included in this Agreement.

1. Drawings and Specifications

Based on the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereafter called "Drawings") and Specifications. The specification shall consist of Part 3 "Technical Specifications" of the Village's standard Capital Improvement Construction Contract.

2. Approvals of Governmental Entities

Furnish to the Village such documents and design data as may be required for, and assist in the preparation of, the required documents so that the Village may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3. Adjusted Project Costs

Advise the Village of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

4. Contract Document Preparation

The Engineer shall complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the Village's standard Capital Improvement Construction Contract. The Engineer shall prepare Part 3 "Technical Specification" for inclusion in the standard construction contract. The Engineer shall not alter the Village's standard contract document without the permission of the Village. The Village shall provide the Engineer with previously prepared Technical Specifications which may be used as appropriate. The Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications established by the Village on the previously prepared Technical Specifications.

5. Document Presentation

Furnish five (5) copies of the above documents and present and review them in person with the Village. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this Agreement. The Village requires that electronic PDFs of the plans and specifications are submitted. Additional electronic files in Bentley MicroStation format of the original topo and final proposed design file shall be also be submitted upon completion.

6. Supplementary Duties

The duties and responsibilities of the Engineer during the Final Design Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

7. Completion Time

The Final Design Phase shall be completed, and plans submitted within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section IV,E of this contract.

D. BIDDING PHASE

	Included in this Agreement.
X	Not included in this Agreement.

The Engineer shall:

1. Assist in Bidding

Assist the Village in obtaining bids for each separate Village contract for construction, materials, equipment and services.

2. Advise Regarding Contractors and Subcontractors

Consult with and advise the Village as to the acceptability of subcontractors and other persons and organizations proposed by the Village's Contractors, hereafter called "Contractors," for those portions of the work as to which such acceptability is required by the bidding documents.

3. Consult Regarding Substitutes

Consult with and advise the Village as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

4. Distribute Plans and Contract Documents to Bidders

The Engineer shall reproduce ten (10) copies of the plans and contract documents and make them available to prospective bidders. The Engineer shall record the name, address, telephone number and fax number of each of the bidders taking a set of plans and contract documents. The Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Engineer, which shall offset the cost of duplication, said amounts shall not be billed to the Village.

5. Respond to Questions from Bidders

During the bidding period, the Engineer shall receive and respond to questions from prospective bidders. All responses shall be written and shall be provided to all prospective bidders. Questions received five (5) days before the bid opening shall be answered. Questions received between four (4) and two (2) days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) day before on the day of the bid opening shall not be answered.

6. Tabulate and Evaluate Bids

The Engineer shall prepare a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Engineer shall assist the Village in evaluating bids or proposals and in assembling and awarding contracts.

7. Supplementary Duties

The duties and responsibilities of the Engineer during the Bidding Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

8. Completion Time

The Bidding Phase shall be completed, and recommendations submitted within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section IV, E of this contract.

E. CONSTRUCTION SURVEY AND LAYOUT PHASE

X	Included in this Agreement.
	Not included in this Agreement.

1. General

This phase of the work may or may not be performed in conjunction with Phase F, "Construction Observation Phase" of this Agreement. Inclusion of this phase in the Agreement does not imply that services identified under Phase F are to be provided unless specifically indicated in this Agreement.

2. Duties

The Engineer shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Engineer shall be sufficient to permit the construction contractor to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.

3. Replacement of Lost Control Points

The Engineer shall be required to establish control points at Engineer's costs only one time. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Engineer and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the Village.

4. Accuracy

The Engineer shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Engineer shall be responsible for the accuracy of the control points which are established. The Engineer shall be responsible for costs which may result from errors in placement of control points.

The Engineer shall take all reasonable and customary actions to protect the control points established by the Engineer.

5. Supplementary Duties

The duties and responsibilities of the Engineer during the Construction Survey and Layout Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

6. Completion Time

The Construction Survey and Layout Phase shall be completed within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section VI, E of this contract.

F. CONSTRUCTION OBSERVATION PHASE

X	Included in this Agreement.
	Not included in this Agreement.

1. General Duties

This phase of the work may or may not be performed in conjunction with Phase E, "Construction Survey and Layout Phase" of this Agreement. Inclusion of this phase in the Agreement does not imply that services identified under Phase E are to be provided unless specifically indicated in this Agreement.

Consult with and advise the Village and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the contractor builds the project in accordance with the plans and specifications.

2. Construction Observation and Reporting

Make visits to the site at intervals appropriate to the various stages of construction to observe, as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During such visits and based on on-site observations, the Engineer shall keep the Village informed of the progress of the work, shall endeavor to guard the Village against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

3. Review of Technical and Procedural Aspects

Review and approve (or take other appropriate action) in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).

4. Contract Documents

Receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any Municipal, State or Federal law or rule or regulation and submit the forms to the Village for final approval.

5. Conferences and Meetings

Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof including to the Village.

6. Documentation

The documentation provided by the Engineer of Construction Observation shall meet the requirements defined in the Illinois Department of Transportation Construction Manual, Section 800 entitled "Documentation."

- (a) Prepare Inspector's Daily Reports and Quantity Book as required in the Construction Manual.
- (b) Maintain at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
- (c) Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the Village. Take multiple photographs of the Work and keep a log and file of the photos.
- (d) Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.

7. Reports

- (a) Furnish the Village periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- (b) Consult with the Village, in advance of scheduled major tests, inspections, or start of important phases of the Work.
- (c) Draft proposed Change Orders, obtain back-up material from the Contractor, and make recommendations to the Village regarding Change Orders and Field Orders.
- (d) Report immediately to the Village upon the occurrence of any accident.

8. Contract Interpretation, Review of Quality of Work

Issue all instruction of the Village to the Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the Village's approval; have authority, as the Village's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

9. Prepare Engineer's Pay Estimate

Based on the Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work; such recommendations of payment

will constitute a representation to the Village, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the Village.

10. Determination of Substantial Completion

Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the Village and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

11. Authority and Responsibility

The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.

12. Engineer Not Responsible for Acts of Contractor

The Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs E-1 through E-8 inclusive shall be construed to release the Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.

13. Preparation of Record Drawings

The Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. The plans shall be delivered to the Village in the form of one set of prints. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section VI.C of this agreement.

14. Supplementary Duties

The duties and responsibilities of the Engineer during the Construction Inspection Phase shall include only those duties described above and those contained in the detailed Scope of Services attached to this contract as Exhibit C.

15. Completion Time

The Construction Inspection Phase shall be completed within the time defined in the detailed Scope of Services attached as Exhibit C, and summarized in Section VI, E of this contract.

SECTION III. (Reserved for future use)

SECTION IV. VILLAGE'S RESPONSIBILITIES

A. FURNISH REQUIREMENTS AND LIMITATIONS

Provide all criteria and full information as to the Village's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the Village will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION

Assist the Engineer by placing at the Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. FURNISH TECHNICAL INFORMATION

Furnish to the Engineer, as required for performance of the Engineer's Basic Services (except to the extent provided otherwise in Exhibit C, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section II; all of which the Engineer may rely upon in performing the Engineer's services.

D. SURVEYS AND REFERENCE POINTS

Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II or III to enable the Contractor(s) to proceed with the layout of the work.

E. ACCESS TO PROPERTY

Arrange for access to and make all reasonable provisions for the Engineer to enter upon public and private property as required for the Engineer to perform the Engineer's services.

F. REVIEW DOCUMENTS

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor and other consultants as the Village deems appropriate for such examination and render in writing

decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

G. OBTAIN APPROVALS AND PERMITS

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless Engineer is specifically assigned such duties.

H. ACCOUNTING, LEGAL AND INSURANCE SERVICE

Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the Village may require or the Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the Village may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the Village may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

I. NOTIFY THE ENGINEER OF DEFECTS OR DEVELOPMENT

Give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the Contractor(s).

J. COSTS OF THE VILLAGE'S RESPONSIBILITIES

Bear all costs incident to compliance with the requirements of this Section IV, unless otherwise agreed in writing.

SECTION V. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS

The Village and the Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the Village nor the Engineer shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer, or agent of any public body or any employee or director of a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Engineer.

B. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work product developed by the Engineer in connection with this Project are public documents and shall remain the property of the Village whether the Project is completed or not. Reuse of any of the work product of the Engineer by the Village on extensions of this Project or any other project without written permission of the Engineer shall be at the Village's risk and the Village agrees to defend, indemnify and hold

harmless the Engineer from all damages and costs including attorney fees arising out of such reuse by the Village or others acting through the Village.

C. ESTIMATES OF COST (COST OPINION)

Since the Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Engineer's experience and qualifications, but the Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. Insurance

- a) General Requirement. During the term of this Agreement, at its own cost and expense, the Engineer shall maintain in full force and effect the insurance policies as noted below.
- b) Time of Submission; Certificate(s) of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Engineer shall provide the Village with certificate(s) of insurance showing evidence of the policies noted below. The Village must be notified of any non-renewal, change in terms and conditions or changes to the policies at least 30 days in advance. If any policy is being cancelled for non-payment of premium, the Village must be given at least 10 Day notice. The Engineer shall provide renewal certificates to the Village prior to policy expiration, if any expire during the course of this agreement. If requested by the Village, the Engineer shall provide copies of any of the insurance policies.
- c) Types and Limits of Insurance. The Engineer shall maintain the following types of insurance coverage with companies qualified to do business in Illinois and have a current rating of A- VIII or better by A. M. Best. The Village shall be listed as the certificate holder and as additional insured.
 - 1) Commercial general liability insurance (CGL). The Engineer shall maintain CGL insurance with a limit of not less than \$1,000,000 each occurrence. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract. The Village of Mahomet, its officers and employees shall be included as insured under the CGL, using ISO additional insured endorsement 20 26 or substitute providing equivalent coverage. The insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Village. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

- 2) **Automobile Liability.** The Engineer shall maintain automobile liability insurance with a combined single limit of not less than \$1,000,000 each accident. The automobile liability insurance shall be written on ISO occurrence form CA 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
- 3) **Workers' Compensation Insurance.** The Engineer shall maintain workers' compensation and employers' liability insurance. The employers' liability limits shall not be less than \$100,000 each accident for bodily injury by accident or \$100,000 each employee for bodily injury by disease.
- 4) **Professional Liability Insurance.** The Engineer shall maintain professional liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Engineer, or any person employed by the Engineer, with a limit of not less than \$1,000,000 each claim. If the policy is written on a claims made basis, the retroactive date of the policy must predate this agreement. In addition, the policy term must extend one year beyond the completion date of the project(s) contracted for in this agreement.
- 5) **Deductibles or Self-Insured Retentions.** If the Engineer has a deductible or self-insured retention on any of the policies, the amount of the deductible or self-insured shall be disclosed to the Village, and subject to the approval of the Village. The approval will not be unreasonably withheld. The Engineer shall be solely responsible for payment of any deductible or self-insured retention.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given (1) not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the Village for its convenience; provided that the Engineer is given (1) not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the Village prior to termination.
3. Upon receipt of a notice of intent to terminate from the Village pursuant to this Agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the Village at any reasonable time at a location specified by the Village all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the Village may take over the work and prosecute the same to completion by agreement with another party or otherwise.

F. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Engineer an employee or partner of the Village. The Engineer shall at all times hereunder be construed to be an independent contractor.

G. FEDERAL FUNDING

If Federal Funds are utilized as a source of Project funding, the Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. AMENDMENT OF AGREEMENT

This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

I. HOLD HARMLESS

To the extent caused by Engineer's negligent acts or omissions, Engineer shall indemnify and save harmless the Village, its officers and employees against damages to property or injuries to or death of any person or persons, including property and employees or agents of the Village and including reasonable attorney's fees incurred by the Village, in defense thereof, and shall indemnify and save harmless the Village from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever, to the extent caused by Engineer's negligent acts or omissions to act in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Engineer or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Engineer under the terms of the Agreement. The Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Engineer's own judgment, may be necessary for the Engineer's proper protection in the prosecution of the work.

J. COPYRIGHT ASSIGNMENT

The Engineer assigns to the Village any and all of Engineer's rights under copyright laws for work prepared by the Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Engineer agrees to execute any additional documents the Village may request to effectuate the assignment of said copyright.

K. NO BID RIGGING, BID ROTATION

The Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code.

L. NO DELINQUENT ILLINOIS TAXES

The Engineer agrees that the Affidavit of No Delinquent Illinois Taxes, attached as Exhibit E, is incorporated into this contract by reference.

M. DRUG FREE WORKPLACE

The Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Engineer shall provide to the Village the Drug Free Workplace Certification attached as Exhibit D.

SECTION VI. PAYMENT

A. BASIS OF BILLING

<p>Village shall pay the Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times the factor shown in the box to the right for services rendered by principals and employees assigned to the Project.</p>	<p>3.0</p>
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Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Engineer and their hourly direct labor costs are set forth in Exhibit A hereto.

B. SPECIAL CONSULTANT

The Engineer shall engage other firms or special consultants only upon written approval of the Village Administrator, unless clearly stated in the "Scope of Work" Exhibit C, with cost details. The Village shall pay the Engineer for services and reimbursable expenses of special consultants engaged by the Engineer with the approval of the Village Administrator, the amount billed by the Special Consultant to the Engineer.

C. REIMBURSABLE EXPENSES

In addition to payments provided for in paragraphs A and B of this Section, the Village shall pay the Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

<p>If the Engineer's vehicles are used on the project, the Village shall pay the Engineer the amount shown in the box to the right per mile for use of the vehicle.</p>	<p>\$0.80 per mile</p>
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D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Engineer for work satisfactorily completed and shall be made by the Village to the Engineer as soon as practicable upon submission of statements requesting payment by the Engineer to the Village. Each

statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit B. If the Engineer prefers, the Invoice Data sheet may serve as the Engineer's invoice.

2. No payment request made pursuant to subparagraph 1 of this Section VI shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this Agreement for that phase or additional service without the prior authorization of the Village. These estimates have been prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the Village.
3. Upon receipt of a properly invoiced payment request, the Village shall pay the amount due less any amounts allowed to be retained or withheld by the Village under this Agreement within 60 days of receipt of the invoice.
4. Upon satisfactory completion of the work performed hereunder, and prior to final payment under this Agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the Village a release of all payment claims against the Village arising under or by virtue of this Agreement.
5. The Engineer and Village agree that the Local Government Prompt Payment Act does not apply to this Agreement.
6. In the event of termination by Village under Section V.E upon the completion of any phase of the Basic Services, progress payments due Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by Village during any phase of the Basic Services, Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Engineer's Direct Labor Costs times a factor defined in Section VI.A. of this Agreement for services rendered during that phase to date of termination by Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Engineer will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination, which, if termination is at Village's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by Engineer to the date of termination as follows: 10% of the difference between the amount which the Engineer has earned computed as described in paragraphs A, B and C of this section and the maximum payment amount described in paragraph E of this section.

E. COMPLETION TIME AND MAXIMUM PAYMENT

The Engineer shall complete all services described in Section II.A through F including all attachments to Section II within the time schedule and for an amount including direct expenses not to exceed the amount shown hereunder:

Section II	Description	Time Schedule <i>(Show completion date or duration in days)</i>	Maximum Compensation
A.	Study and Report Phase	N/A	\$N/A
B.	Preliminary Design Phase	N/A	\$N/A
C.	Final Design Phase	N/A	\$N/A
D.	Bidding Phase	N/A	\$N/A
E.	Construction Survey and Layout Phase	200 days	\$72,156
F.	Construction Inspection Phase	N/A	\$N/A
G.	Reimbursable Expenses	200 days	\$8,244
Total			\$80,400
The maximum compensation for all Phases A through G shall not exceed (in words) Eighty thousand, four hundred dollars.			

SECTION VII. SPECIAL PROVISIONS

The following Exhibits are attached to and made part of this Agreement:

1. Exhibit A, "Direct Hourly Labor Costs of the Engineer", consisting of 1 page.
2. Exhibit B, "Invoice Data Sheet", consisting of 1 page.
3. Exhibit C, "Scope of Work", consisting of 5 pages.
4. Exhibit D, "Disclosure Affidavit", consisting of 3 pages.
5. Exhibit E, "Insurance Certificate(s)".
6. Exhibit F, Aerial Photo Map

This Agreement is made between the Village and the Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

VILLAGE OF MAHOMET, ILLINOIS	ENGINEER
By:	By: <i>Edward J. Clancy</i>
Title: Village Administrator	Title: <i>President</i>
Date:	Date: <i>4/6/2022</i>
Attest:	Attest: <i>Janice M. Burr</i>
Title: Village Clerk	Title: <i>CFO</i>

Exhibit B – VILLAGE OF MAHOMET INVOICE DATA SHEET

<i>(Engineer Name and Address)</i>		Village Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement / C.O.	Date Approved	Resolution Number	Upper Limit
Original Contract			

Detailed list of services performed during billing period:

Itemized billing:

Staff Name	Classification	Hours	Direct Rate	Total
			Sub-total	
Multiplier				
Total Cost				
Subconsultant Cost	attach itemized billing			
Reimbursable Expenses	attach itemized billing			
TOTAL AMOUNT DUE THIS INVOICE:				
Previously billed				
Percent Complete				

Signature: _____

Title: _____

EXHIBIT C SCOPE OF WORK

Our Engineering and Surveying services to be rendered on this Project may include, but are not limited to, the following tasks:

- Locating Existing Vertical Control – Extension of Vertical Control Along Construction Project
- Recovery of Horizontal Control – Extension of Horizontal Control Along Construction Project
- Location of Temporary Right-of-Way Corners – Marking the Limits of the Permanent Easement, Marking the Limits of the Temporary Easement
- Rough Grade Location of the Center Line of Pavement at 100-foot Intervals and at Critical Points along South Mahomet Road, Churchill Road North and Churchill Road South
- Rough Grade for Drainage Ditches at 100-foot Intervals along the South Mahomet Road, Churchill Road North and Churchill Road South
- Staking the Location of forty-five (45) drainage structures
- Final Staking of the Center Line and Edge of Pavements at 50-foot Intervals for South Mahomet Road, Churchill Road North and Churchill Road South
- Final Staking of Roadside Ditches at 50-foot Intervals along South Mahomet Road, Churchill Road North and Churchill Road South
- Sidewalk Rough Grade Staking at 100-foot Intervals and Final Grade Staking at 50-foot Intervals
- Final Staking of the Right-of-Way of South Mahomet Road and Churchill Road North and Churchill Road South (53 Monuments)
- Collection of As-Built data for 190 street cross-sections
- Collection of As-Built data for 45 drainage structures
- Drafting to depict As-Built observations

We propose to provide Professional Engineering and Surveying Services as requested and directed by you on a per diem basis in accordance with our Standard Fee Schedule and General Conditions Sheet in effect at the time services are performed. Our current Standard Fee Schedule and General Conditions Sheet are attached and are included in this agreement by reference.

ESTIMATED FEES AND EXPENSES

- Rough Center Line and Rough Ditch Staking at 100-foot intervals
 - Two-Man Crew. Twenty (20) hours at \$188, \$3,760.
 - Project Surveyor. Ten (10) hours at \$136, \$1,360.
 - Technician Grade Three. Eight (8) hours at \$94, \$752.
 - Project Engineer. One (1) hour at \$136, \$136.
 - Professional Engineer. One (1) hour at \$178, \$178.
 - Fees: \$6,186.
 - Expenses: \$614.
 - Total Fees and Expenses: \$6,800.
- Check and set Bench Mark Control. Check and set Horizontal Control.
 - Field Crew. Sixteen (16) hours at \$188, \$3,008.
 - Project Surveyor. Two (2) hours at \$136, \$272.
 - Technician Grade Three. Two (2) hours at \$94, \$188.
 - Professional Engineer. One (1) hour at \$178, \$178.
 - Fees: \$3,646.
 - Expenses: \$354.
 - Total Fees and Expenses: \$4,000.
- Final Stake Pavement at 50-foot intervals (outside edges and center line – 3 points)
 - Two-Man Survey Crew. Twenty-four (24) hours at \$188, \$4,512.
 - Project Surveyor. Twelve (12) hours at \$136, \$1,632.
 - Technician Grade Three. Twelve (12) hours at \$94, \$1,128.
 - Project Engineer. Four (4) hours at \$136, \$544.
 - Professional Engineer. Two (2) hours at \$178, \$356.
 - Fees: \$8,172.
 - Expenses: \$1,128.
 - Total Fees and Expenses: \$9,300.

Exhibit C – Scope of Work
Engagement of Professional Engineering and Surveying Services

Village of Mahomet, Champaign County, Illinois

April 5, 2022

Page 3 of 6

- Finish Grade Ditches, Stakes at 50-foot intervals
 - Field Work. Twenty (20) hours at \$188, \$3,766.
 - Project Surveyor. Five (5) hours at \$136, \$680.
 - Technician Grade Three. Eight (8) hours at \$94, \$752.
 - Project Engineer. Two (2) hours at \$136, \$272.
 - Professional Engineer. One (1) hour at \$178, \$178.
 - Fees: \$5,642.
 - Expenses: \$558.
 - Total Fees and Expenses: \$6,200.
- Rough and Finish Grade for Sidewalks (Rough-Grade Stakes set at 100-foot intervals, Finish-Grade Stakes set at 50-foot intervals)
 - Two-Man Survey Crew. Twenty-four (24) hours at \$188, \$4,512.
 - Project Surveyor. Ten (10) hours at \$136, \$1,360.
 - Technician Grade Three. Ten (10) hours at \$94, \$940.
 - Project Engineer. Two (2) hours at \$136, \$272.
 - Professional Engineer. Two (2) hours at \$178, \$356.
 - Fees: \$7,440.
 - Expenses: \$760.
 - Total Fees and Expenses: \$8,200.
- Rough Stake Right-of-Way, Permanent Easements, and Temporary Easements at 100-foot intervals
 - Field Crew. Twenty-four (24) hours at \$188, \$4,512.
 - Project Surveyor. Ten (10) hours at \$136, \$1,360.
 - Technician Grade Three. Ten (10) hours at \$94, \$940.
 - Project Engineer. Two (2) hours at \$136, \$272.
 - Professional Engineer. Two (2) hours at \$178, \$356.
 - Fees: \$7,440.
 - Expenses: \$760.
 - Total Fees and Expenses: \$8,200.

Exhibit C – Scope of Work
Engagement of Professional Engineering and Surveying Services
Village of Mahomet, Champaign County, Illinois
April 5, 2022
Page 4 of 6

- Manholes, Inlets and End Sections. Each Manhole, Inlet and an End Section will have two (2) Offsets. Total of 45 Structures.
 - Two-Man Survey Crew. Twenty (20) hours at \$188, \$3,760.
 - Project Surveyor. Eight (8) hours at \$136, \$1,088.
 - Technician Grade Three. Six (6) hours at \$94, \$564.
 - Project Engineer. One (1) hour at \$136, \$136.
 - Professional Engineer. One (1) hour at \$178, \$178.
 - Fees: \$5,726.
 - Expenses: \$574.
 - Total Fees and Expenses: \$6,300.
- Light Pole Structures (eight (8) Light Poles and five (5) Hand Holes)
 - Two-Man Survey Crew. Ten (10) hours at \$188, \$1,880.
 - Project Surveyor. One (1) hour at \$136, \$136.
 - Technician Grade Three. Two (2) hours at \$94, \$188.
 - Professional Engineer. Half (1/2) hour at \$178, \$89.
 - Fees: \$2,293.
 - Expenses: \$207.
 - Total Fees and Expenses: \$2,500.
- Final Staking of Right-of-Way (30 Iron Pipe Monuments and 23 Concrete Monuments, for a total of 53 Monuments)
 - Two-Man Survey Crew. Thirty-five (35) hours at \$188, \$6,580.
 - Project Surveyor. Five (5) hours at \$136, \$680
 - Professional Engineer. One (1) hour at \$178, \$178.
 - Fees: \$7,438
 - Expenses: \$1,462.
 - Total Fees and Expenses: \$8,900.

- As-Built Cross-Sections (190 Cross-Sections, per the Design Plans)
 - Two-Man Survey Crew. Forty (40) hours at \$188, \$7,250.
 - Project Surveyor. Eight (8) hours at \$136, \$1,088.
 - Drafting. Forty (40) hours at \$100, \$4,000.
 - Project Engineer. Four (4) hours at \$136, \$544.
 - Professional Engineer. Three (3) hours at \$178, \$553.
 - Fees: \$13,705.
 - Expenses: Two (2) sets of As-Built Paper Drawings, 11 x 17, 143 pages, \$1,395.
 - Total Fees and Expenses: \$15,100.
- As-Built Drainage Structures and Incidental Improvements
 - Two-Man Survey Crew. Twelve (12) hours at \$188, \$2,256.
 - Project Surveyor. Five (5) hours at \$136, \$680.
 - Drafting. Ten (10) hours at \$100, \$1,000.
 - Project Engineer. Two (2) hours at \$136, \$272.
 - Professional Engineer. One (1) hour at \$178, \$178.
 - Fees: \$4,386.
 - Expenses: \$414.
 - Total Fees and Expenses: \$4,800.

Additional Services

It is anticipated that additional surveying services may be requested during the construction activities. Such services may include:

- Measurement of pavement subgrade and subbase elevations
- Staking of sanitary sewer manhole rim adjustments
- Measurement of sidewalk and roadside ditch subgrade elevations
- Other field survey activities to assist the construction observation activities

Exhibit C – Scope of Work
Engagement of Professional Engineering and Surveying Services
Village of Mahomet, Champaign County, Illinois
April 5, 2022
Page 6 of 6

Since a precise scope of work for these services cannot be defined at this time, Consultant can currently make no estimate of the time, effort or ultimate cost that will be required in the performance of services on Client's behalf. At such time as a scope of services can be defined, Client may request Consultant to prepare estimates of fees and expenses to undertake various specific tasks as identified by Client. We understand that you will supply any necessary background data for our use in the performance of these services. It is necessary that you advise us at an early date if you have time and / or budgetary limitations for our services on this Project.

Basic Survey Total: \$72,156
Expenses: \$ 8,244
Total Fees / Expenses: \$80,400

Exhibit D

DISCLOSURE AFFIDAVIT

(Fill in state and county in which affidavit is being signed)

STATE OF Illinois)
) ss.
COUNTY OF Champaign)

I, the undersigned, being duly sworn, do state as follows:

SECTION 1. BUSINESS STATUS STATEMENT

A. **Berns, Clancy and Associates, P.C.** (hereafter "Contractor" or "Vendor") is a **Professional Corporation**:

Contractor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: **37-1060220**

(If a Corporation, complete B; If a Partnership or LLC, complete C; If an Individual, complete D)

B. **CORPORATION**

The State of Incorporation is **Illinois**.

Registered Agent of Corporation in Illinois: <u>Mike Berns</u> Name <u>Post Office Box 755</u> Address <u>Urbana, Illinois 61803-0755</u> City, State, Zip <u>217-384-1144</u> Telephone	Business Information (If Different from Registered Agent): _____ Company Address, Principal Office _____ City, State, Zip <u>217-384-1144</u> <u>217-384-3355</u> Telephone Facsimile <u>www.bernsclancy.com</u> Website
--	--

The corporate officers are as follows (list and identify all corporate officers - attach additional sheets if necessary):

President: **Edward L. Clancy**

Vice President: **Edward L. Clancy**

Secretary: **Edward L. Clancy**

Attach a List of all shareholders owning five percent (5%) or more of the stock in the corporation.

C. PARTNERSHIP OR L.L.C.

The business address is: _____

Telephone: _____ Fax: _____

Website or Email Address: _____

The partners or members are as follows: (Attach additional sheets if necessary)

(Name, Home Address and Telephone)
(Name, Home Address and Telephone)
(Name, Home Address and Telephone)

Manager of LLC (attach additional sheets as needed):

Name:
Address:
Telephone:

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

Email or website: _____

SECTION 2. NON-COLLUSION STATEMENT

A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract None

B. No department director or any employee or any officer of the Village of Mahomet

has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Contractor/Vendor is not barred from bidding on any contract, if bidding process was used) as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 3. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Contractor/Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that Contractor/Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

SECTION 4. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Contractor/Vendor and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONTRACTOR/VENDOR

Edward L. Clancy
Signature

Printed Name: Edward L. Clancy
Title: President

SUBSCRIBED and SWORN to before me this 6th day of April, 2022

Jeannie M Berns
Notary Public

My Commission Expires: 8/30/2023





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 118 S. Race St Urbana IL 61803	CONTACT NAME: Jessica Schmidgall PHONE (A/C, No, Ext): 309-407-3077 FAX (A/C, No): E-MAIL ADDRESS: jessica_schmidgall@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Berns, Clancy & Assoc., P.C. 405 E. Main St. Urbana IL 61803-0755	INSURER A: Hanover Insurance Company NAIC # 22292	
	INSURER B: Accident Fund Insurance Company of America 10166	
	INSURER C: Selective Insurance Company of SC 19259	
	INSURER D: Cincinnati Insurance Company 10677	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1751746021 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0614359	5/3/2021	5/3/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0614359	5/3/2021	5/3/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0614359	5/3/2021	5/3/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 6195614 02	7/20/2021	7/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liab			LHCD568592303	4/23/2021	4/23/2022	Occurrence Aggregate Deductible	\$5,000,000 \$5,000,000 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

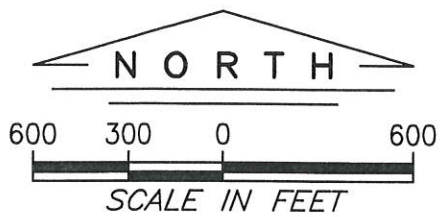
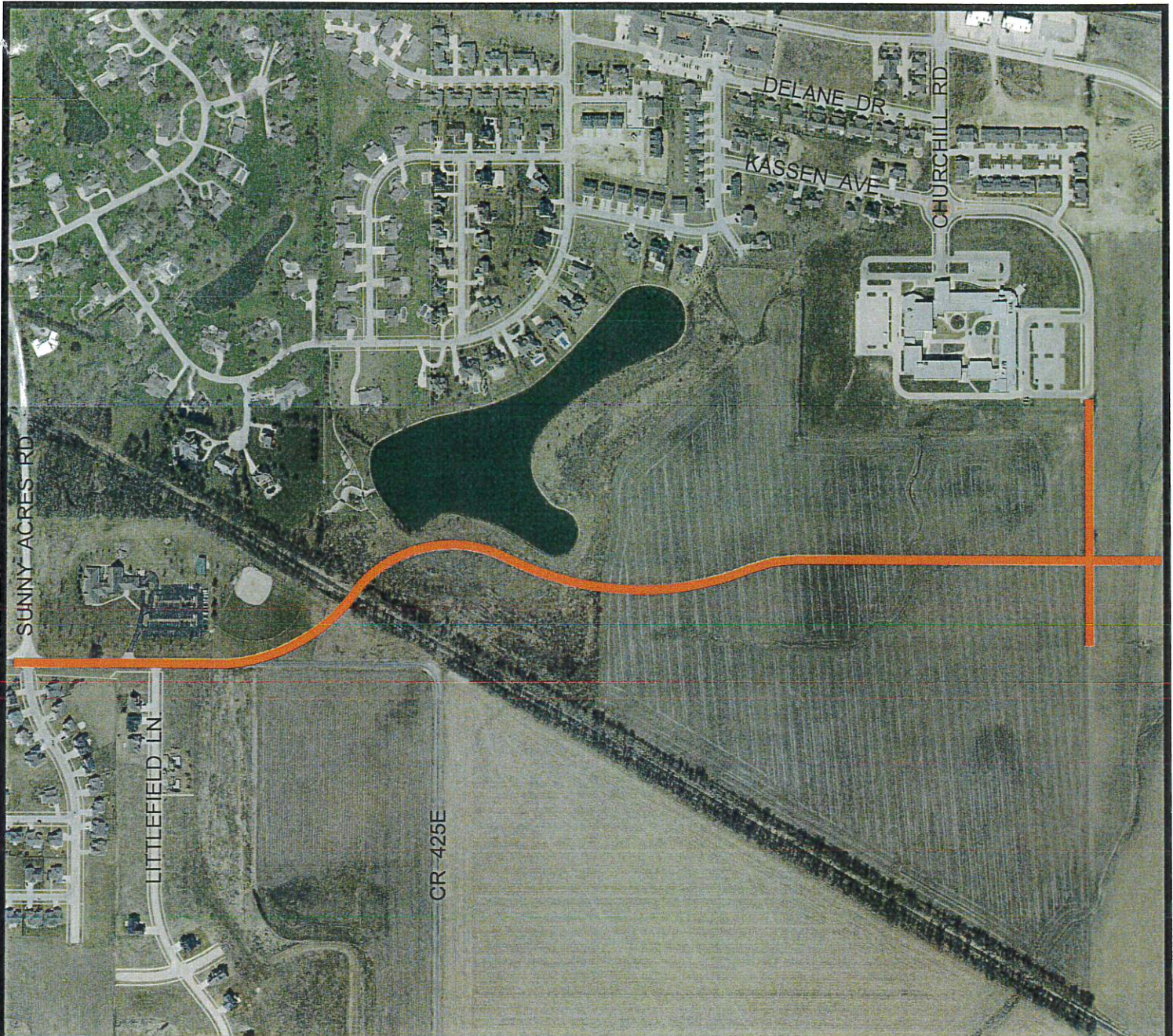
CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 PROJECT IMPROVEMENTS

AERIAL PHOTOGRAPHY FROM CHAMPAIGN COUNTY ORTHOPHOTOGRAPHY. DATED APRIL 2020.

SOUTH MAHOMET ROAD
 PHASE 1 EXTENSION
 VILLAGE OF MAHOMET
 CHAMPAIGN COUNTY, ILL.



BERNS, CLANCY AND ASSOCIATES
 ENGINEERS • SURVEYORS • PLANNERS
 405 EAST MAIN STREET - POST OFFICE BOX 755
 URBANA, ILLINOIS 61803-0755
 PHONE: (217) 384-1144 - FAX: (217) 384-3355

SHEET 1 OF 1

DATE: 040522

JOB: 8183



TRANSPORTATION DEPARTMENT MARCH 2022 REPORT

- Took the asphalt roller to Martin Equipment for a drive pump seal leak. Currently waiting on part to arrive.
- Took truck 202 to Peterbilt for a check engine light.
- Working on replacing grass / sod we damaged plowing snow.
- Installed two new lights in the lower bay of the shop. Still need to add 4-5 more.
- Split up into groups and ran the areas for any major issues and concentrated on straightening signposts that could be straightened.
- Replaced the right turn cylinder on the snowplow for truck 201. We took the old cylinder to Twin City Rubber and Hose to have the cylinder rebuilt so we have a spare on hand.
- Received the last of the salt bringing out total to 399.62 tons.
- Rebuilt the jack stand on the patching trailer.
- Plowed snow Friday, March 4th as needed before it melted.
- Dug out and patched a soft area on Division Street at Union Street.
- Removed the spreaders and plows from the trucks.
- Installed bollards on the bike path between Briarcliff and Thornwood Subdivisions.
- Used SL-1 sealant to seal joints between the sidewalk and back steps at the Admin Building, along the sidewalk and south wall at the WTP, and at various crosswalk ramps / gutters in Conway Farm Subdivision.
- Finished re-installing siding on the garage on Center Street.
- Dug out a short section of ditch at 1010 Timber Drive, also jetted the culvert.
- Placed road pack at the dead-end of McDougal Road where we had plowed a little too far this winter.

- Replaced No Parking Signs on Crowley Road near the overpass.
- Hauled road pack for stockpile.
- Replaced stop signs and posts at the following locations: Maywood @ State Street, Heather Drive @ Jeffery Drive and Hunters Ridge Court @ Churchill Road.
- Performed preseason checks on the mowers; sharpen blades, check / change fluids, replaced one battery, etc.
- Patched potholes on the following streets / roads:

State Street

Center Street

Peacock Drive

Jefferson Street

Fox Run Subdibision

Summit Ridge Drive

CR 150 E

Division Street

Prairieview Road

Crowley Road

Elm Street

Karadan Drive

CR 2000 N

CR 425 E



APRIL 2022

OPERATORS REPORT

WATER SYSTEMS OPERATION AND MAINTENANCE

- 1- March 2022 daily average water production 464,000 gallons/day. March 2021 daily average water production 422,000 gallons/day.
- 2- Replaced the Brine feed pump and motor. Replaced the brine vault sump pump and replaced electrical outlet with a junction box.
- 3- Collected new construction water samples for Vision South Subdivision.
- 4- Read water meters, completed shut offs for non-payment. Collected routine bacti samples.
- 5- Repaired a two-inch water main leak at 603 S Elm that was damaged by a contractor performing a sewer service repair.
- 6- Repaired a water service leak at 607 West Street.
- 7- Submitted monthly EPA reports.
- 8- Graded and seeded several areas disturbed from excavations over the winter.

WASTEWATER SYSTEMS OPERATION AND MAINTENANCE

- 1- March 2022 daily average influent to the plant 913,000 gallons/day. March 2021 daily average influent to the plant 862,000 gallons/day.
- 2- Installed a new air system dryer in the filter room basement.
- 3- Maintenance performed on the mowers, trimmers, edgers, leaf blowers.
- 4- Installed new carburetor on the motor for the trailer mounted turf sprayer.
- 5- Competed more online training hours.



Engineer's Monthly Report March 2022



- We got some luck-o-the-Irish on March 17 when we opened bids for the **South Mahomet Road Construction Project from Sunny Acres Rd to Churchill Rd** (includes extension of Churchill Rd and roundabout at South Mahomet Rd and Churchill Rd)
 - Had 8 prospective bidders
 - Bid alternatives for concrete and asphalt for the mainline roadway
 - Got 2 bidders: Feutz and Duce
 - Both bid the concrete alternate low
 - Feutz won and the awards will be presented to BOT on April 12
 - For those who are curious, we are proposing a concrete roadway with asphalt shoulders; a rural section with open ditches for SMR; the extension of Churchill will be the same as existing; sidewalk on the south side of SMR and 8' multi-use path on the north side of SMR and west side of Churchill.
- South Mahomet **Utility project**: Cross started working on this again after taking a hiatus in February. Weather not very cooperative and progress has been very slow.
 - They are working on jetting, cleaning sanitary sewers and flushing watermain.
 - Have a list of "punchlist" items to work on and a lot of testing to accomplish
 - The extended substantial completion date of April 1 slipped by and they are once again behind schedule.
- Other South Mahomet Rd progress:
 - Kicked off Phase 2 road project with Hanson: held a scoping meeting for design. BCA will be their sub for survey, watermain design, plats and legals for ROW and easement acquisition, and ROW staking. Phase 2 will finish SMR with an **extension from Churchill to Prarieview**, planned roundabout intersection for SMR and Purnell, along with preliminary engineering for Purnell by agreement with landowners.
 - Not much progress with ICC and RR regarding the **new crossing**. NS got a new engineer involved in the mix.
 - In planning for Phase 1 road construction, I created files and have been preparing for in-house construction over-sight, requested ESAs from ERI for material inspection (received and will present 4-12) and BCA for construction staking and survey (still awaiting), also advertised for a summer intern, wrote up pre-construction meeting agenda and filed Notice of Intent with EPA as per NPDES requirements.

- Other items:
 - IDOT and FHWA coordination meeting for next STU project: Division St. Milling and resurfacing project planned for summer of 2023, includes Main St from Division to Busey Bank.
 - Site development plan review for Hacienda Rebollo.
 - Inspected pavement markings, day and night, and prepared list for County Bid.
 - Performed culvert inspections.
 - Have some new ideas and worked on re-design to make the Briarcliff culvert replacement more affordable.
 - Making progress on 2022 revision of IDM and received revised Mahomet Standard Details from BCA.
 - And the usual involvement in budget process.



**MAHOMET POLICE DEPARTMENT
MONTHLY REPORT SUMMARY
2022**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
METCAD Calls	294	245	316										
2021	291	325	337	338	380	361	432	413	339	457	384	280	4337
													YTD
Reports	39	40	49										
2021	61	50	66	59	56	62	40	59	60	62	60	45	680
													YTD
Criminal Arrests	1	1	1										3
Traffic Arrests	1	3	3										7
Warrant Arrests			1										1
NTA's		3	2										5
													YTD
Citations	34	38	32										104
Civil Citations													0
Written Warnings	104	42	73										219
													YTD
Regular Hours	1126.5	1724.5	1711.5										4562.5
Overtime Hours	47.75	12.5	9.75										70
Personal Hours	16	8											24
Vacation Hours	215		69										284
Sick Hours	70		8										78
Holiday Hours	148	71											219
FTO													0
Comp Time Earned	29.25	50.75	94.75										174.75
Comp Time Used	8	94.5	67.5										170
TOTAL	1660.5	1961.25	1960.5	0	0	0	0	0	0	0	0	0	5582.25
													YTD
Training Hours	64	56	60										180
Patrol Miles Driven	7886	6872	8554										23312
Burning Complaints	1		2										3
ESDA Events													0
Animal Calls	11	6	10										27

*January C-19 hours =104+132.5
W/O C-19 = 28