# 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**
**JANUARY 11, 2022**
**6:00 P.M.**
**VILLAGE OF MAHOMET ADMINISTRATION BUILDING**
**503 E. MAIN STREET**
**MAHOMET, IL 61853**

**Join Zoom Meeting**
https://us02web.zoom.us/j/82479711792?pwd=ekRDbFBIZWwxQjE3dUpJTm5UZ2hpQT09
**Meeting ID: 824 7971 1792**
**Passcode: 61853**
**One tap mobile**
**+13126266799,,82479711792#,,,,*61853# US (Chicago)**
**Dial by your location**
**+1 312 626 6799 US (Chicago)**
**Meeting ID: 824 7971 1792**
**Passcode: 61853**
**Join by SIP**
82479711792@zoomcrc.com
**Join by H.323**
**162.255.37.11 (US West)**
**162.255.36.11 (US East)**
**Meeting ID: 824 7971 1792**
**Passcode: 61853Join by Skype for Business**
https://us02web.zoom.us/skype/82479711792

## 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 January 11th. 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. **CEREMONIAL ADMINISTERING OF THE OATH FOR POLICE OFFICERS:**

   A. EMILY DAVIS

**6. ORDINANCES, RESOLUTIONS AND OTHER ACTIONS:**

**A. ENGINEERING**

1. A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH ENGINEERING RESEARCH INTERNATIONAL (ERI) FOR STREET INVENTORY AND CONDITION ASSESSMENT FOR THE LUMPS SUM AMOUNT OF $15,000.

2. A RESOLUTION IN SUPPORT OF AN EXTENSION OF TIME (CHANGE ORDER 1) FOR CROSS CONSTRUCTION ON THE SOUTH MAHOMET ROAD UTILITY EXTENSIONS PROJECT.

**7. ADMINISTRATOR'S REPORT**

**A. DEPARTMENTAL REPORTS**

1. ENGINEERING

2. TRANSPORTATION

**8. MAYOR'S REPORT:**

**A. JANUARY 2022 MEETING CALENDAR**

1. STUDY SESSION- JANUARY 18, 2022-6:00 P.M.

2. BOARD OF TRUSTEES – JANUARY 25, 2022 – 6:00 P.M.

**9. 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)

**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 March 31st, 2022, unless revoked by me in writing prior thereto.

SO DETERMINED, EXECUTED AND POSTED on January 1, 2022.

VILLAGE OF MAHOMET, CHAMPAIGN, COUNTY, ILLINOIS

By: _____
President of the Board of Trustees

Attest: _____
Village Clerk

seal

VILLAGE OF MAHOMET CORPORATE SEAL 1872 ILLINOIS

MEMORANDUM

TO THE

BOARD OF TRUSTEES

| | |
|---|---|
| **ITEM:**<br>Resolution Approving Engineering Research International (ERI) for Street Inventory and Condition Assessment | **DEPARTMENT:**<br>Engineering |
| **AGENDA SECTION:**<br>Engineering/Transportation | **AMOUNT:**<br>Lump Sum $15,000.00 |
| **ATTACHMENTS:**<br>(  ) ORDINANCE<br>(X) RESOLUTION<br>(X) OTHER SUPPORTING DOCUMENTS | **DATE:**<br>January 11, 2022 |

**INTRODUCTION:**
Mahomet streets are in need of a new comprehensive pavement assessment.

**BACKGROUND:**
In April 2017, ERI performed a comprehensive pavement assessment for all Village streets. They rated both pavement condition and drainage using PASER scales of 1-10 and 1-4 respectively. PASER = PAvement Surface Evaluation and Rating

It is recommended to repeat assessments at 3-5 year intervals. This spring will be 5 years for us.

We have a lot of new streets and concrete streets in very good (8 and over) condition. I decided to cut down the scope of the assessment to make it affordable and give us the information that we need. In general, I chose to have streets constructed in or before 2005 evaluated. With Ken's help we prepared a map and shape files for ERI for the streets to be evaluated. Since we have not made significant drainage improvements, I am only asking for street ratings (1-10).

I have used the 2017 data extensively and have updated as best as I could, but feel that this is the right time for a new assessment, especially since we are working to get this information into GIS so it will be at our fingertips in the field.

**DISCUSSION OF ALTERNATIVES:**
We could choose to evaluate all streets, more streets, less streets, add drainage evaluation, or post pone it. I do not recommend any of these actions.

**PRIOR BOARD ACTION:**
Previously BOT approved the proposal for the 2017 assessment.

**COMMUNITY INPUT:**
None.

**BUDGET IMPACT:**
This item is actually included in the CIP under FY 2023. ERI agreed to allow us to pay in FY 2023 (May 2022) but they want to be able to do the work over the winter, which is their slow period. We may present for payment prior to May as long as that funding is available in the current budget.

Engineering Services Agreement and map are attached.

**STAFF IMPACT:**
I will incorporate the results into the database for the streets that I have developed over the last 4+ years. We will be incorporate the information from that database into the GIS. We also share data with the Champaign County Regional Planning Commission up their requests.

**RECOMMENDED ACTION:**
It is recommended that the Village Board of Trustees approve the engineering services agreement from Engineering Research International, Inc. for Street Inventory and Condition Assessment for the LUMP SUM amount of $15,000.

| **ENGINEERING DEPARTMENT APPROVAL:** | **VILLAGE ADMINISTRATOR:** |
|---|---|
| Ellen B. Hedrick | Patrick J. Brown |

**RESOLUTION NUMBER 22-01-**

**A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH ENGINEERING RESEARCH INTERNATIONAL (ERI) FOR STREET INVENTORY AND CONDITION ASSESSMENT FOR THE LUMP SUM AMOUNT OF $15,000**

**VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS**

**WHEREAS,** Village Staff and the Board Trustees approved the 2022-2026 Capital Improvement Plan and the FY2021-2022 Budget; and,

**WHEREAS,** the CIP includes this item in the FY 2023 transportation budget in the FY2022-2026 Capital Improvement Plan; and,

**WHEREAS,** the work will be completed by the end of April and the Village will be billed in May 2022 (FY2023), ERI will begin this work this winter during their slow period; and,

**WHEREAS,** The Village Engineer recommends approval of the Engineering Services Agreement with Engineering Research International for the Street Inventory and Condition Assessment.

**NOW, THEREFORE, BE IT RESOLVED** this 25th day of January 2022 by the Board of Trustees of the Village of Mahomet that:

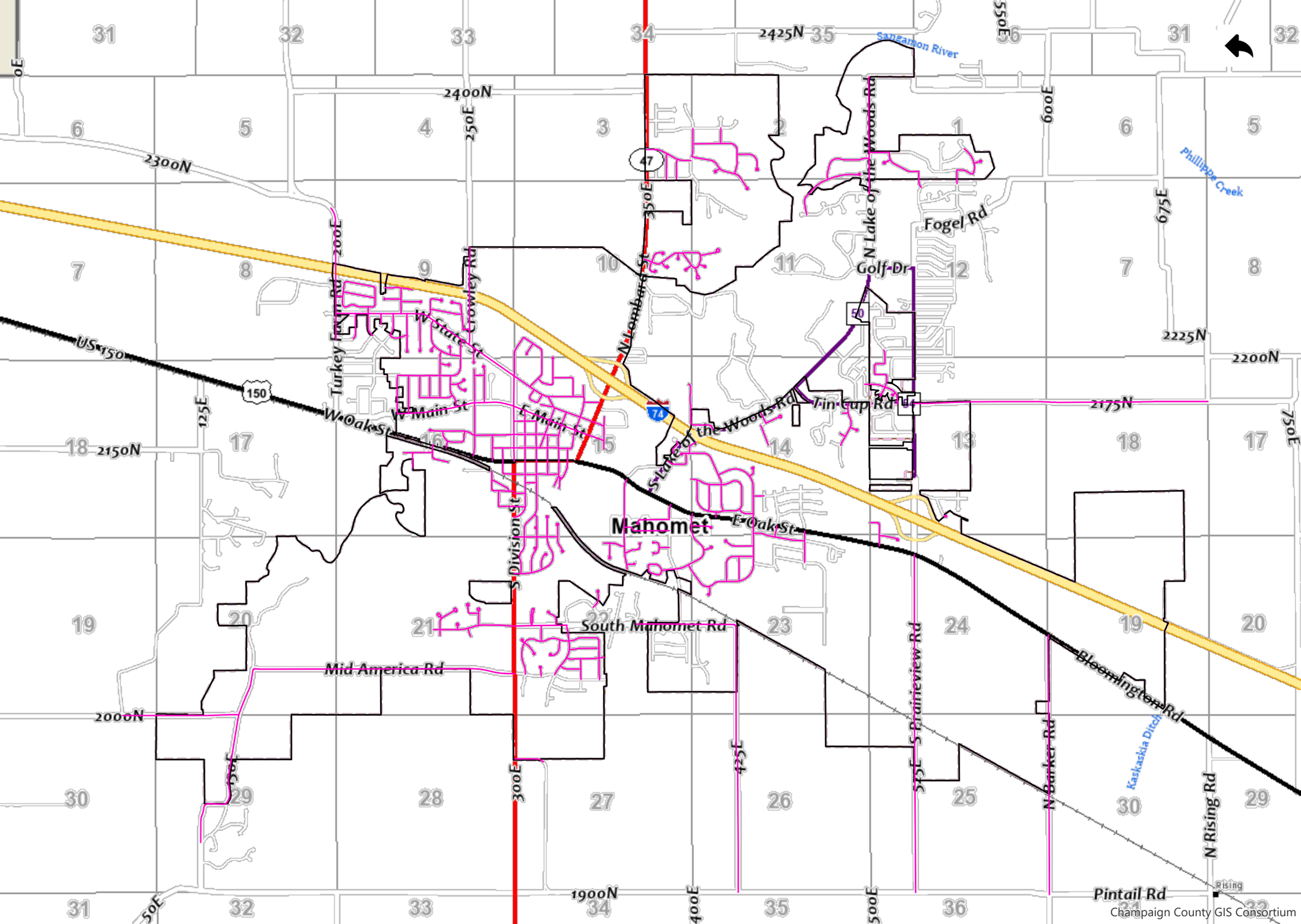
1. The Village of Mahomet Board of Trustees does hereby approve the Engineering Services Agreement with Engineering Research International for the Street Inventory and Condition Assessment for the lump sum amount of $15,000.

2. The Village of Mahomet Board of Trustees further authorizes the Village Administrator to execute the proper documents.

_____
Sean Widener, President
Board of Trustees
Village of Mahomet

Attest:

_____
Amanda Andersen, Village Clerk




Champaign County GIS Consortium

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.”

| *(Please place an “X” in the appropriate boxes.)* | | Phase | Description |
|---|---|---|---|
| Included in this agreement. | Not included in this agreement. | | |
| **X** | | 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 |
| | | 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: **Street Inventory and Condition Assessment** |
| Brief Project Description:<br>**ERI will utilize the Automated Pavement Condition Svurvey Vehicle to asses the Village streets and provide pavement condition scores on 1-10 scale.** |

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

| | |
|---|---|
| **x** | Included in this Agreement. |
| | 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

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|---|---|
| | 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

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|---|---|
| | 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

| | |
|---|---|
| | Included in this Agreement. |
| **X** | 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. | **n/a lump sum proposal** |

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 lump sum proposal ~~per mile~~** |

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 *(Show completion date or duration in days)* | Maximum Compensation |
|---|---|---|---|
| A. | Study and Report Phase | **4/30/2022** | **$15,000** |
| B. | Preliminary Design Phase | | **$** |
| C. | Final Design Phase | | **$** |
| D. | Bidding Phase | | **$** |
| E. | Construction Survey and Layout Phase | | **$** |
| F. | Construction Inspection Phase | | **$** |
| G. | Reimbursable Expenses | | **$** |
| **Total** | | | **$** |
| The maximum compensation for all Phases A through G shall not exceed (in words) **Fifteen 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 **2** 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: Ahmad. (ABBAS A. BUTT) |
| Title: Village Administrator | Title: PRESIDENT |
| Date: | Date: 12-17-2021 |

Exhibit A

DIRECT HOURLY LABOR COSTS OF THE ENGINEER
As of the date of this contract.

Project Name: Street Inventory and Assessment

Engineer: ERES International Inc. DBA Engineering and Research International Inc.

| Classification | Minimum | Maximum |
|---|---|---|
| Principal | not applicable for lump sum proposal | |
| Project Manager | | |
| Structural Engineer | | |
| Senior Engineer | | |
| Engineer | | |
| Senior Technician | | |
| Technician | | |
| Professional Land Surveyor | | |
| Construction Inspector | | |
| Structural Engineer | | |
| Clerical | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Exhibit B – VILLAGE OF MAHOMET INVOICE DATA SHEET

| | | | |
|---|---|---|---|
| *(Engineer Name and Address)* | | 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

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

December 15, 2021
ERI Ref. No: E2231.VOM.001

Ms. Ellen Hedrick, P.E.
Engineer
Village of Mahomet
503 E. Main Street
Mahomet, IL 61853

**Subject: 2022 Street Inventory and Assessment, Village of Mahomet, IL**

Dear Ms. Hedrick,

As per your request we hereby submit the proposal for the pavement condition assessment using windshield survey for approximately 45 centerline miles of Village of Mahomet Street network. The proposed scope of work and the cost proposal for this project is described below:

**Scope of Work**

ERI will utilize our state-of-the-art pavement imaging data collection system (shown below) which is outfitted with two downward facing 3D laser crack measure system (LCMS-2) used for crack, rut/fault, cross-slope and macro-texture measurement, a 360-degree Right-Of-Way (ROW) image system and high-speed inertial profiler used for IRI measurements, DMI (distance measurement), Inertial Measuring Unit and GPS for survey grade position accuracy measurement. This system and associated software tools will be utilized for the automated crack analysis to reduce subjective analysis of manual image review for asphalt surfaced pavements. This solution provides the most complete evaluation of the pavement surface and pavement distress. The permanent and visual record of the distress can be reviewed numerous times and can be accessed again in the future to view conditions as they existed at the time the images were collected. This is especially valuable for time series studies of pavements.

**ERI's Automated Pavement Data Collection Vehicle System**

For this project ERI will perform the pavement assessment using the windshield survey by review of the images collected in the field for non-asphalt surfaced streets. Rating technicians conduct this work in the safety of the office and this technique does not impact the highway users and traveling public. ERI's staff includes trained technicians, ensuring the highest quality and objectivity in condition ratings and interpretations. ERI will provide the pavement condition ratings for each street segment on a scale of 1-10 where 0 is the worst possible condition and 10 being the best possible condition. All ratings will be reviewed by an engineer according to the Quality Control / Quality Assurance plans.

**Cost Proposal**

The cost for providing the pavement condition assessment services for the Village of Mahomet Street network is Lump Sum cost of **$15,000**. The cost for our services will not exceed the estimated cost without prior authorization from the client.

**Village of Mahomet** will be responsible to provide the following:

- Provide an updated GIS shapefile of the Village Street network and identify the segments and their limits which need to be surveyed.

If this proposal is acceptable to you, then please complete and sign both copies of the proposal and return one copy to our office. Thank you again for your consideration. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us at (217) 356-5945.

Sincerely,
Engineering & Research Int'l., Inc.

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

Enclosures: General Conditions

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: | Business Information (If Different from Registered Agent): |
|---|---|
| **Abbas A Butt**<br>Name | _____ |
| **1401 Regency Dr East**<br>Address | Company Address, Principal Office<br>_____ |
| **Savoy, IL, 61874**<br>City, State, Zip | City, State, Zip<br>_____ _____ |
| **2173565945**<br>Telephone | Telephone Facsimile<br>_____ |
| | 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.

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

1. Justine Touma
2. John Touma
3. Danielle Touma

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 **X** None

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

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.

SUSAN J BUTT
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 30, 2023

CONTRACTOR/VENDOR

Signature

Printed Name: **Abbas A. Butt**
Title: **President**

SUBSCRIBED and SWORN to before me this 17 day of DECEMBER, 2021.

Notary Public

My Commission Expires: 7/30/2023

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<br>1311 S Neil<br>Champaign, IL 61820 | CONTACT NAME: Terry Reno<br>PHONE (A/C, No, Ext): 217-373-6856 FAX (A/C, No):<br>E-MAIL ADDRESS: treno@gtpsinsurance.com |
| | INSURER(S) AFFORDING COVERAGE / NAIC # |
| | INSURER A : Western National — 15377 |
| **INSURED** ERES International, Inc<br>1401 Regency Dr East<br>Savoy, IL 61874 | 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 | ✓ **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☑ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ 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 - COMP/OP AGG | $ | 2,000,000 |
| | | | | | | | | $ | |
| A | **AUTOMOBILE LIABILITY**<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ 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 | ✓ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | UMB 1036797 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE | $ | 5,000,000 |
| | | | | | | | AGGREGATE | $ | 5,000,000 |
| | | | | | | | | $ | |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WCV 1029347 | 12/31/2021 | 12/31/2022 | ✓ PER STATUTE ☐ 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 witll be given

**CERTIFICATE HOLDER**

Village Of Mahomet
503 E Main
Mahomet, IL 61853

**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**

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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 | | |
|---|---|---|
| 1-800-527-9049<br>Holmes Murphy and Associates<br>- Peoria<br>311 S.W. Water Street<br>Suite 211<br>Peoria, IL 61602-4108 | CONTACT NAME: Linda Bomarito<br>PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): 866-501-3945<br>E-MAIL ADDRESS: LBomarito@holmesmurphy.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : XL SPECIALTY INS CO | 37885 |
| INSURED<br>ERES International, Inc. DBA<br>Engineering & Research International, Inc.<br>1401 Regency Drive East<br><br>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 | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability<br>(Claims Made) | | | DPR9987340 | 01/01/22 | 01/01/23 | Each Claim<br>Aggregate | 3,000,000<br>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

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MEMORANDUM

TO THE

BOARD OF TRUSTEES

| | |
|---|---|
| **ITEM:** Resolution for extension of time for Cross Construction on South Mahomet Road Utility Extension Project | **DEPARTMENT:** Engineering |
| **AGENDA SECTION:** Transportation | **AMOUNT:** $0 |
| **ATTACHMENTS:**<br>(  ) ORDINANCE<br>(X) RESOLUTION<br>(X) OTHER SUPPORTING DOCUMENTS | **DATE:** January 11, 2022 |

**BACKGROUND:**

The project was awarded on May 11, 2021. The contract was executed on June 4, 2021. Knowing that material shortages were likely to occur, the Contractor ordered and took delivery of the available items right away. Sanitary sewer pipe was delivered and stockpiled on site starting on May 21. Watermain pipe and some other watermain items were delivered and stockpiled on site on July 8.

The work could not start because the Contractor was unable to get critical items, as discussed in the attached letters from Cross Construction. Sanitary sewer pipe cannot get installed without manholes and watermain pipe cannot get installed without fittings.

When the Contractor got word that the Sanitary Manhole production had started, they started stockpiling rock and we set up a preconstruction conference on August 4. Cross began tree clearing, set up dewatering system for the deep sewer trench, and tied into the existing sanitary manhole, before the first manholes were delivered on August 19.

The extension of time is presented as Change Order 1, see attached.

**DESCRIPTION:**

**The Contractor is hereby directed to make the following changes in the Contract Documents.**

The date for substantial completion is changed from November 1, 2021 to April 1, 2022. The date for readiness for Final Payment (Full Completion) is changed from November 30, 2021 to June 3, 2022. Several interim time milestones are also established. See Attachment A.

Reason for Change Order:

A delay of approximately 68 Calendar Days occurred for delivery of the pipe materials for the Project. Thus, the Contractor was delayed approximately 9 weeks for startup of construction activities. A nine (9) week extension into December and January does not offset the loss in workable days due to winter weather conditions.

Further delays were caused by the railroad which had promised a flagger on December 6 and that flagger was not available until January 4.

The dollar amount of the change order is Zero.

**ATTACHMENT A**
**CONTRACT TIME EXTENSION OUTLINE**

**January 5, 2022**

## ORIGINAL CONTRACT TIMES

- Total Calendar Days: 176
- Original Date for Substantial Completion: November 1, 2021
- Original Date for Final Payment Readiness (Full Completion): November 30, 2021

## REVISED CONTRACT TIMES

- Interim Milestone for initial installation of all Water Main Pipe: February 15, 2022
- Interim Milestone for completion of testing of all Sanitary Sewer Pipe, Water Main Pipe, and Trench Backfill: April 1, 2021
- Completion Date for all work except final restoration and seeding: April 1, 2022
- Additional Calendar Days allowed: 180
- Total Calendar Days: 356

- Revised Substantial Completion Date: April 1, 2022

- Revised Date for Final Payment Readiness (Full Completion): June 3, 2022

**Failure to Complete the Work on Time.** Time is of the essence to the contract. Should the Contractor fail to complete the work on or before the completion dates stipulated in this Change Order Number One, the Contractor shall be liable and shall pay to the Owner the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amounts specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village of Mahomet will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

**Schedule of Deductions for Each Day of Overrun**

| Milestone Date | Daily Charges (per Calendar Day) |
|---|---|
| Substantial Completion (April 1, 2022) | $1,500 |
| Final Payment Readiness (June 3, 2022) | $1,500 |
| Completion of all Work except Final Restoration and Seeding (April 1, 2022) | $1,000 |
| Milestone for completion of testing of all Sanitary Sewer Pipe, Water Main Pipe, and Trench Backfill. (April 1, 2022) | $1,000 |
| Milestone Date for Watermain Installation (February 15, 2022) | $1,000 |

It is our intent to give the Contractor achievable goals and get the project done in time for the roadway contract without creating an overlap of contracts. But, if extreme weather prohibits

progress, we will revisit this extension of time with the Contractor before any daily charges are incurred to evaluate the weather and working conditions in case further delays are incurred.

**DISCUSSION OF ALTERNATIVES:**

1. Punishing the contractor for items beyond their control is not a viable alternative.
2. There is no alternative. This project needs to be completed for the next project – the roadway construction – to commence.

**COMMUNITY INPUT:**
none

**BUDGET IMPACT:**
Currently none. Trying to keep the engineering within the current budget.

**STAFF IMPACT:**
Ellen is the resident engineer for this project with Berns, Clancy and Associates providing daily construction inspection and documentation services, and ERI is providing material testing. Daily inspection will end when the watermain is complete. Then the inspector will only be on site for critical items such a testing and disinfection.

**SUMMARY:**
This project needs an officially documented extension of time to protect the Village.

**RECOMMENDED ACTION:**
IT IS RECOMMENDED THE VILLAGE BOARD OF TRUSTEES APPROVE THE EXTENSION OF TIME AND TERMS IN ATTACHMENT A.

| | |
|---|---|
| **ENGINEERING DEPARTMENT APPROVAL:** Ellen B. Hedrick | **VILLAGE ADMINISTRATOR:** Patrick J. Brown |

**RESOLUTION 22-01-**

**A RESOLUTION IN SUPPORT OF AN EXTENSION OF TIME (CHANGE ORDER 1) FOR CROSS CONSTRUCTION ON THE SOUTH MAHOMET ROAD UTILITY EXTENSIONS PROJECT**

**VILLAGE OF MAHOMET, CHAMPAIGN COUNTY, ILLINOIS**

**WHEREAS,** the Board of Trustees awarded this project to Cross Construction Inc. of Urbana, IL for the total amount of $2,850,000 on May 11, 2021; and,

**WHEREAS,** the contract was executed on June 4, 2021, but work was not able to start until mid-August due to material delays; and,

**WHEREAS,** Cross Construction has requested an extension of contract time; and,

**WHEREAS,** the date for substantial completion is changed from November 1, 2021 to April 1, 2022 and,

**WHEREAS,** the date for readiness for Final Payment (Full Completion) is changed from November 30, 2021 to June 3, 2022; and,

**WHEREAS,** Attachment A to Change Order 1, further outlines these plus interim dates and proposed penalties if the dates are not met due to the Contractor's negligence; and,

**WHEREAS,** the amount of this change order is $0 (zero dollars).

**NOW, THEREFORE, BE IT RESOLVED** this 25th day of January 2022, by the Board of Trustees of the Village of Mahomet that:

1. The Village of Mahomet Board of Trustees does hereby approve the proposed extension of time outlined in Change Order 1.
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:

_____
Amanda Andersen, Village Clerk

# CHANGE ORDER

Date of Issuance: _____ Change Order Number: _____1_____

**Project: __South Mahomet Road Water and Sewer Extension Project_____**

Owner: ___Village of Mahomet, Illinois___ Engineer: Berns, Clancy and Associates

**Contractor: _Cross Construction Corp.** BCA Job Number: ____8021-24_____
Urbana, Illinois Owner's Project # _____SJ-225-MR____
Contractor's Project # __8930_____

---

**The Contractor is hereby directed to make the following changes in the Contract Documents.**

Description:

The date for substantial completion is changed from November 1, 2021 to April 1, 2022. The date for readiness for Final Payment (Full Completion) is changed from November 30, 2021 to June 3, 2022. Several interim time milestones are also established. See Attachment A.

Reason for Change Order:

A delay of approximately 68 Calendar Days occurred for delivery of the pipe materials for the Project. Thus, the Contractor was delayed approximately 9 weeks for startup of construction activities. A nine (9) week extension into December and January does not offset the loss in workable days due to winter weather conditions.

Further delays were caused by the railroad which had promised a flagger on December 6 and that flagger was not available until January 4.

Attachments: (list documents supporting change and justifying cost and time)

Attachment A – Contract Time Extension Outline

Letter from Cross Construction informing of delays

Letter from Cross Construction Requesting Time Extension

Date of Issuance: _____ Change Order Number: ____One_____

Project: ___South Mahomet Road Water and Sewer Extension Project_____

---

**Change in Contract Price:**

Original Contract Price: $2,850,000.00

Net changes from previous Change Order(s) Number _0_ to Number _0_
$ ___0.00_____

Net changes from previous Field Order(s) Number _0_ to Number _0_
$ ___0.00_____

Contract Price Prior to this Change Order:
$ ___2,850,000.00_____

Net Increase (Decrease) of this Change Order:
$ ___0.00_____

Contract Price with all Approved Change Orders
$ ___2,850,000.00_____

**Change in Contract Times:**

Original Contract Time: 176 Calendar Days

Original Contract Completion Date:
____November 30, 2021_____

Net changes from previous Change Order(s) Number ___ to Number ___
_____0_____ Calendar Days or Dates

Contract Time Prior to this Change Order:
____176_____ Calendar Days

Net Increase of this Change Order:
____180_____ Calendar Days

Contract Completion Date with all Approved Change Orders
_June 3, 2022_

---

__X__ The undersigned have determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the Contract was signed.

__X__ The undersigned have determined that the circumstances which necessitate this change were not within the contemplation of the Contract as signed.

__X__ The undersigned have determined that this change is in the best interest of the Owner and is authorized by law.

| **Recommended:** Village Engineer | **Approved:** Owner<br>Village of Mahomet, Illinois |
|---|---|
| By: _____<br>Engineer | By: _____<br>Owner |
| Date: _____ | Date: _____ |

**Accepted:** Contractor – Cross Construction Corp.

By: _____ Date: _____

**ATTACHMENT A**
**CONTRACT TIME EXTENSION OUTLINE**

**January 5, 2022**

## ORIGINAL CONTRACT TIMES

- Total Calendar Days: 176
- Original Date for Substantial Completion: November 1, 2021
- Original Date for Final Payment Readiness (Full Completion): November 30, 2021

## REVISED CONTRACT TIMES

- Interim Milestone for initial installation of all Water Main Pipe: February 15, 2022
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**Failure to Complete the Work on Time.** Time is of the essence to the contract. Should the Contractor fail to complete the work on or before the completion dates stipulated in this Change Order Number One, the Contractor shall be liable and shall pay to the Owner the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The

liquidated damage amounts specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village of Mahomet will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

**Schedule of Deductions for Each Day of Overrun**

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| Completion of all Work except Final Restoration and Seeding (April 1, 2022) | $1,000 |
| Milestone for completion of testing of all Sanitary Sewer Pipe, Water Main Pipe, and Trench Backfill. (April 1, 2022) | $1,000 |
| Milestone Date for Watermain Installation (February 15, 2022) | $1,000 |

July 9, 2021

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

RE: South Mahomet Road Utility Extension

This letter is to formally document the issues we are having getting materials for this project. Although we began ordering materials even before receiving the executed contract, we are still experiencing delays in receiving some crucial items, including water main fittings and A-Lok gaskets for the sanitary manholes, and we are currently being told it will be late July or early August before we will begin receiving these items.

We are not requesting an extension at this time, and we plan to make every effort to complete the project on time once the materials are available; however, we do want to go on record that there is the potential for this project to run over the specified time limits due to circumstances beyond our control.

Respectfully Submitted,

Dan Long/b

Dan Long
Vice President

3615 North Countryview Road, Urbana, Illinois 61802 Phone: 217.367.3526 Fax: 217.337.3066

CROSS CONSTRUCTION

Ellen Hedrick
City Engineer
Village of Mahomet

12/28/2021

South Mahomet Rd Utility Extension

Ellen,

As you are well aware there have been several delays associated with this project that have led us past the original completion date.

To start, our manhole producer was not able to get the A-lok gaskets needed to complete the manhole bases for this project. Checking with other suppliers, we found the sizes we needed were just not available anywhere. We placed our order just as soon as the project was awarded by the Village and it was still 2 months before the producer was able to obtain the gaskets. Once we were notified that they had received the gaskets and could start building structures, we started with the tree removal and moved right on to the well points. We started laying pipe on August 17th, which is almost 3 months from the award date. Currently the sewer is all in but not yet tested as we will have to do some cleaning due to the poor soil conditions.

Once we get the railroad to cooperate with us by getting us a flagger, we will need about 2 weeks to get the watermain finished and then will just have to flush and test it.

Because of these delays beyond our control, we would ask you extend the substantial completion date until April 1st and final completion to June 1st to allow for seeding and restoration.

We feel this is a reasonable request and would hope you feel the same. I appreciate your consideration into this and look forward to your response. Please let me know if you have any questions.

Best Regards,
Dan Long

Vice President
Cross Construction, Inc.

3615 North Countryview Road, Urbana, Illinois 61802 Phone: 217.367.3526 Fax: 217.337.3066

Engineer's Monthly Report December 2021

- South Mahomet Road (SMR) Utility Project is still moving along slowly. The project is about 75% complete. The sanitary interceptors are all in the ground and the watermain is about 50% done. The watermain bore and jack under the NS tracks (that was scheduled for Dec 6) has been held up by the NS process and currently has no schedule. Cross will resume construction on the remainder of the watermain installation and work on testing for the sanitary sewers. I will be presenting a request for time extension.
- Hanson is working on final South Mahomet Rd roadway plans after review and we are aiming for a March letting.
- Hinshaw amended our petition and order and resubmitted in hopes of getting our virtual ICC hearing asap.
- Working on design of downtown improvements. Have figured out general improvements that can be made regarding the alley/mews and development on either side of it. My efforts will concentrate on 400 block of Main St improvements design plans for possible 2023 project(s).
- Chastain is working on report for our Sangamon River bikepath bridge. Due Jan 31.
- Coordination and investigation with Conway Farms (1st subdivision) that are resulting in the need to line at least one of the pipes that drains Cross Creek Rd to the lake. Planning to do that with WW sewer lining or do the joint filling injection with part of our storm sewer lining budget. I still need to do more investigation into costs.
- Presented 2022 MFT budget to BOT for approval. Submitted to IDOT.
- Prepared memo and resolution for new street condition assessment for Jan 11 SS. Worked with Ken to organize shape files of the streets to be evaluated. Ken and Sam are also working toward getting a lot of my data into GIS so we can easily access it in the field.

There has been a lot of focus lately on hiring a company to do a new street assessment for the village. I have been manually keeping the info from 2017 up to date, marking down aging streets and marking up streets for improvements.
The street assessment has been invaluable in choosing where to invest those precious dollars.

**Here's a bit of a report card for the last 5 years (rating is 0 for worst and 10 for best)**
Average street assessment score at the beginning of each year and the original assessment (4/2017):

| 2017 | 2018 | 2019 | 2020 | 2021 | **2022** |
|---|---|---|---|---|---|
| 6.12 | 5.98 * | 6.15 | 6.44 | 6.6 | **7.14** |

*The reason for this decrease is more and better info has been added to the Database such as lengths of segments to make score more representative

Some FYI:

The Village has **54.7 miles** of streets: 23.7 PCC (concrete), 8 HMA (hot asphalt), 6.9 Pug (cold asphalt), 15.5 seal coat (chip seal, oil and chip, microsurfacing), 0.6 gravel

Rating by pavement type is also interesting:

| | |
|---|---|
| **PCC** | **7.8** |
| **HMA** | **6.85** |
| **PUG** | **7.4** |
| oil and chip/micro | 4.05 |

And rating vs. miles:

| PASER rating | # miles | % | notes |
|---|---|---|---|
| 10 | 4.6 | 8% | PCC constructed 2015 to present |
| 9 | 3.8 | 7% | HMA, PCC, recent overlays |
| **8** | **10.7** | **20%** | HMA, PCC, newer pug |
| **7** | **11** | **20%** | HMA, PCC, Pug, micro on HMA |
| 6 | 4.7 | 9% | older HMA & PCC, Pug (incl. Main St & Lakes of Riverbend) |
| 5 | 6 | 11% | mostly oil and chip streets some old PCC, HMA (Division St) |
| 4 | 6.3 | 12% | mostly oil and chip streets some old PCC (worst Sandy Ridge streets) |
| 3 | 5.6 | 10% | mostly oil and chip streets some old others (State St, part of Peacock, River Bluff Ct) |
| 2 | 0.9 | 2% | oil and chip (incl Center St N of tracks to be pugged in 2022) |
| 1 | 0.5 | 1% | Center St N bubble & S Market (FY 23), Hillside Lane & Wildwood Lane (MFT 2023) |
| 0 | 0.6 | 1% | gravel streets are automatic zeros: off SMR, Buckthorn, Ranch Ln, West St |

All in all this is a good report card. We have been aggressively making improvements. We also have some larger improvements coming in the next few years (such as Division St, W State St, Downtown)

A small disclaimer on this information: We will be getting a new street assessment in winter/spring of 2022 (that will change the 2022 number above). That will be reflected in a future report.

# TRANSPORTATION DEPARTMENT
# MONTHLY REPORT
# WORK COMPLETED AS OF January 3, 2021

- Clean shop and equipment
- Crews checked all areas for potholes, low hanging tree branches, and bent street signs. We will be going out in the afternoon to correct anything they see
- Finished installing all snowplows and salt spreaders.
- Found salt spreader not working on 201. Called Corby Clauss
- Also found that the strobe light switches, and the salt controller will not shut off on truck 207. Called Corby Clauss on that as well. He will be at our shop to repair both trucks 12/21/2021
- Cleaned all storm drains prior to rain event on 12/15
- Checked all areas for any storm damage 12/16
- Took 205 to corner store to have a check engine light looked at
- Took the plow for truck 205 to All Pro welding to be repaired
- Begin cleaning shop floor.
- Leaf collection
- Finished with Fall of 2021 leaf collection on 12/7/2021
- Began cleaning out trucks from the leaf collection program
- Hauled one load of rock from Vulcan to water/sewer
- Worked on truck 202
- Began changing trucks over to snow/ice removal from leaf collection
-

## VEHICLE AND EQUIPMENT MAINTENANCE

- Serviced old wheel loader 444J
- Serviced new wheel loader 524L

## SPECIAL EVENTS

- N/A

## PARKS AND RECREATION

- **N/A**

## WATER AND WASTEWATER

- **N/A**