



August 25, 2009

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

Re: Proposal for Engineering Services - Mallard Point Subdivision

Mr. Speciale,

In accordance with your recent verbal instructions, Trotter and Associates, Inc. and their sub consultants (“Engineer”) are pleased to render a proposal for professional engineering services for the Village of Sugar Grove (“Owner”) in connection with the Mallard Point Subdivision Stormwater (hereinafter called the “Project”).

Understanding of the Project

Through a collaborative effort, the Village of Sugar Grove and the Rob Roy Drainage District have completed investigative and conceptual design phases relative to drainage concerns within the Mallard Point Subdivision. While the Village has taken initial steps to return the basin to its permitted phase and the detention basin elevation was slightly lowered, it has not had a significant impact on resolving the drainage issues. Subsequent phases have been completed which have included an investigation of the stormwater management facilities and investigations of draintiles that run through and are also up and downstream of the Mallard Point Subdivision.

The next phase will include the Wetland and Maintenance Plan Phases. These were outlined within the original Trotter and Associates proposal. These tasks will include an evaluation and recommendations regarding the existing wetland facility as well as a maintenance plan for the stormwater management facility. Also included is a summary of findings phase which will tie all of the recommendations into one comprehensive plan.

The goal of this phase is to provide the Village and the District with a comprehensive outline of improvements required to alleviate the majority of existing drainage concerns. Improvements will include steps required to return the pond to its original design as well as the installation of additional improvements to convey stormwater and groundwater flows. While the designs included within the final report will be conceptual in nature, they will provide the Village with probable construction costs, anticipated implementation schedules and maintenance plans to ensure the operation of the stormwater management and draintile infrastructure.

Project Approach

In accordance with the Village's instructions, Trotter and Associates Inc. has developed the following project scope.

1 Wetland Rehabilitation Phase

During this phase, the Engineer shall:

- 1.1 Complete a site investigation to evaluate existing conditions or the wetland retention area within the limits of the Mallard Point Subdivision, compare them to the approved plan, and develop a plan to restore the area to the designed condition.
- 1.2 A restoration plan will be prepared outlining recommended procedures for restoring the wetland retention area. This will include short and long term maintenance tasks with associated cost estimates.
- 1.3 A Wetland Expert will meet with the Village and present these findings to the Village Board. A total of 8 hours has been allocated for meeting attendance. Additional meetings required by the Village of Sugar Grove shall be considered extra work and reimbursed on a time and material basis, in accordance with the attached Exhibit A.

2 Stormwater Management Maintenance Plan Phase

During this phase, the Engineer shall:

- 2.1 Develop a Maintenance Plan for the Retention Basin. The plan will contain an inventory of the stormwater management facility and the following recommendations for each appurtenance.
- 2.2 The Recommended Inspection Schedule will consist of the following.
 - a. Inspection Schedule
 - b. Inventory of Tasks with associated a brief description
 - c. Estimated Maintenance Cost Cost Associated with related task
 - d. Estimated Frequency of Maintenance

3 Final Report and Presentation Phase

During this phase, the Engineer shall

- 3.1 Prepare an executive summary outlining each phase of the project completed to date.
- 3.2 Prepare the following for each phase.
 - a. Conceptual Construction Cost Estimates
 - b. Conceptual Design, Permitting and Construction Schedule
 - c. Exhibits indicating Conceptual Scope and Project Limits of each phase.
 - d. Trotter will present this executive summary and findings to the Village of Sugar Grove. TAI has allocated 16 hours for meetings and preparation of the report. Additional meetings required by the Village of Sugar Grove shall be considered extra work and reimbursed on a time and material basis, in accordance with the attached Exhibit A.
 - e. Please note that the Final Report and Presentation Phase cannot be completed until a comprehensive draitile plan has been developed and approved by the Village of Sugar Grove, Rob Roy Drainage District and Kane County. If the draitile plans will not be completed in a reasonable timeframe, as determined by the Village, the Engineer shall provide information available at that time. The Engineer shall then provide an ammendment to the report once the draitile portions have been resolved.

Indemnification

To the full extent permitted by applicable law, ENGINEER agrees to indemnify and hold harmless OWNER from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorney's fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ENGINEER during the performance of the Services hereunder

Insurance

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, Engineer shall maintain Engineer's standard insurance policies as follows:

- a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ENGINEER's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars (\$100,000) each incident;
- b) Commercial General Bodily Injury and Property Damage Liability and Automobile liability insurance including (owned, non-owned, or hired), each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. This policy includes Contractual Liability coverage. ENGINEER agrees to name OWNER as Additional Insured on this policy, but only to the extent of the insurance limits specified herein.
- c) Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate covering ENGINEER against all sums which ENGINEER may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.
- d) The ENGINEER agrees to provide OWNER with certificates of insurance evidencing the above described coverage prior to the start of Services hereunder and annually thereafter if required. Such certificates of insurance shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty (30) days advance notice to the OWNER in the event of cancellation, material change, or non-renewal.

We expect to start our services immediately after receipt of your acceptance of this proposal.

Owner's Responsibilities

You are expected to furnish us with full information regarding the Project, including the permitted engineering plans, all requirements, and any extraordinary considerations or special services needed. You are also expected to make available pertinent existing data including but not limited to the topographic survey, wetland delineation information, and any photographic or recorded evidence depicting the existing conditions.

Compensation

You will pay us for our services on a time and material not to exceed basis in accordance with the following schedule.

<u>Phase</u>	<u>Cost</u>
Wetland Rehabilitation Phase	\$4,400
Stormwater Management Maintenance Phase	\$2,900
Summary of Findings Phase	\$6,400
Total	\$13,800

Services not included with the original proposal requested by the owner will be compensated for on a time and material basis in accordance with our hourly rates which has been attached in "Exhibit A".

In addition to the fees for professional services, costs for outside services and reimbursable expenses, such as blueprinting and other reproduction services, will be billed to you at cost plus a fifteen (15) percent mark-up for handling. Sub-consultant fees will be billed to you plus a five (5) percent markup for handling.

Schedule

Trotter and Associates will commence work immediately after the receipt of a signed contract. Please refer to the attached schedules for identification of tasks and the anticipated date of completion.

Contents of Agreement

This proposal and Exhibit A “Schedule of Hourly Rates for Employee Classifications - 2009” represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of this letter in the space provided below and return it to our office. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by us in writing.

Thank you for requesting Trotter and Associates to provide professional services on this Project.

Very truly yours,
TROTTER AND ASSOCIATES, INC.

Scott Trotter P.E., BCEE
President

ACCEPTED THIS _____ DAY OF _____, 2009

VILLAGE OF SUGAR GROVE

BY: _____

TITLE: _____

Attachments: Exhibit A

Trotter and Associates, Inc.

2009 Schedule of Hourly Rates - Exhibit A

Classification	2009 Billing Rate
Principal	\$ 160.97
Senior Project Manager	\$ 154.35
Project Manager	\$ 145.53
Professional Land Surveyor	\$ 145.53
Project Coordinator	\$ 130.10
Senior Project Engineer	\$ 130.10
Engineer Level IV	\$ 121.54
Engineer Level III	\$ 113.56
Engineer Level II	\$ 96.50
Engineer Level I	\$ 80.48
Engineering Intern	\$ 38.06
Senior Technician	\$ 113.56
Technician Level IV	\$ 105.84
Technician Level III	\$ 89.30
Technician Level II	\$ 80.75
Technician Level I	\$ 72.77
Clerical Level II	\$ 61.74
Clerical Level I	\$ 51.82
Survey Crew	\$ 159.86
Survey Technician Level II	\$ 57.91
Survey Technician Level I	\$ 46.31
Sub Consultants	Cost Plus 5%
Reimbursable Expenses	Cost Plus 15%

Note: On January 1, 2010 and yearly thereafter, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.