



Agenda Item Executive Summary

Item Name Engineering Services Agreement for the Devon
Force Main Improvements Committee
or Board Board

BUDGET IMPACT

Amount: \$385,926

Budgeted \$450,000

List what
fund Sewer Fund

EXECUTIVE SUMMARY

Attached please find an engineering services contract from Engineering Enterprises, Inc. for the Devon Force Main Improvements. This includes engineering & construction inspection services for the improvements that are proposed. Engineering Enterprises, Inc. completed the design for the lift station and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the force main improvements engineering services be awarded to Engineering Enterprises, Inc. in the amount of \$385,926.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, EEI Proposal

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Force Main Improvements.

Staff: Dan Dinges, Director of Public Works

Date: 05/30/23

Memo

DATE: May 30, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Engineering Services Agreement for the Devon Force Main Improvements

Attached please find an engineering services contract from Engineering Enterprises, Inc. for the Devon Force Main Improvements. This includes engineering & construction inspection services for the improvements that are proposed. Engineering Enterprises, Inc. completed the design for the lift station and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the force main improvements engineering services be awarded to Engineering Enterprises, Inc. in the amount of \$385,926.

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Force Main Improvements.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING THE ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND ENGINEERING ENTERPRISES, INC.
FOR THE DEVON FORCE MAIN IMPROVEMENTS**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Agreement for Professional Engineering Services between the Village of Bartlett and Engineering Enterprises, Inc. dated May 25, 2023 (the "Agreement") for the Devon Force Main Improvements Construction (the "Project Work"), in the amount of \$385,926, as set forth in the agreement attached hereto and incorporated herein, is hereby approved.

SECTION TWO: that the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 6, 2023

APPROVED: June 6, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

C E R T I F I C A T I O N

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 6, 2023 and approved on June 6, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



May 30, 2023

Mr. Daniel Dinges, P.E.
Public Works Director
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

**Re: *Devon Excess Flow Force Main
Professional Services Agreement – Construction Engineering***

Dear Mr. Dinges:

Enclosed for your review is our proposed professional services agreement to provide construction engineering services for the Devon Excess Flow Force Main project. The agreement includes a detailed scope of services including assumptions pertaining to the anticipated construction schedule and staffing, estimate of level of effort and associated cost, and the estimated schedule for the project.

We have enjoyed working with you and Village staff on this project and look forward to assisting with successfully completing the improvements. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink, reading 'Curtis P. Dettmann', is positioned above the printed name.

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

CPD/crw

pc: Tyler Isham, John Pullia – Village of Bartlett
JWF, STD– EEI

**Devon Excess Flow Force Main
Village of Bartlett
Professional Services Agreement – Construction Engineering**

THIS AGREEMENT, by and between the Village of Bartlett, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the Village the following services: The ENGINEER shall provide any and all necessary engineering services to the Village as indicated on the Scope of Services (Attachment B). Construction engineering will be provided for approximately 1,472 feet of various size gravity sanitary sewer improvements on Berteau Avenue and approximately 9,520 feet of 16-inch sanitary sewer force main improvements from the new lift station south to the existing Bittersweet WWTF (refer to the Issue for Construction Plans). Engineering will be in accordance with all Village, Metropolitan Water Reclamation District of Greater Chicago, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering Amendment items in the amount of \$22,831 shall be paid for as a Lump Sum (LS) amount. Construction Engineering will be paid for hourly (HR) in the estimated amount of \$343,095. Direct Expenses are estimated at \$20,000 including subconsultant construction services and expenses. Total fees for the project are estimated at \$385,926. Additional services will be paid in accordance with the hourly rates shown in the attached 2023 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in DuPage County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the

remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Anticipated Project Schedule
- Attachment E:** 2023 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

Public Works Director
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

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

Agreed to this ____ day of _____, 2023.

Village of Bartlett:

Engineering Enterprises, Inc.:

Kevin Wallace
Mayor

Jeffrey W. Freeman, P.E., CFM, LEED AP
Chief Executive Officer

Lorna Giles
Village Clerk

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

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**Attachment B – Scope of Services
Devon Excess Flow Force Main
Construction Engineering Agreement
Village of Bartlett**

The Village of Bartlett intends to install approximately 1,472 feet of various size gravity sanitary sewer improvements on Berneau Avenue and approximately 9,520 feet of 16-inch sanitary sewer force main improvements from the new lift station south to the existing Bittersweet WWTF (refer to the Issue for Construction Plans). The Village of Bartlett is seeking Construction Engineering services for this project.

Our proposed scope of services will include the following:

Design Engineering Amendment:

2.1 Amendment Items Related to Design Engineering

Construction Engineering:

3.1. Construction Administration

- In-depth project management throughout the duration of the project
- Project Manager and Resident Engineer to schedule and facilitate the Pre-Construction Conference, including preparation of meeting outline and minutes.
- Review and approve shop drawings prior to construction
- Coordination with Engineering Subconsultants
- Resident Engineer to attend weekly (or as required) progress meetings held in the field.
- Project Manager to attend a total of 8 progress meetings.
- Prepare/verify pay estimates and change orders.
- Prepare weekly project status updates to Village Staff

3.2. Construction Layout and Record Drawings

- Provide phased construction layout
- Provide field survey for record drawings
- Provide record drawings in PDF, ACAD and GIS Formats for underground improvements only.

3.3. Construction Observation and Documentation

- Provide resident engineering for full time on-site observation.
- Spot check layout for the proposed improvements.
- Take preconstruction photos and videos
- Daily documentation of work tasks and calculation of installed pay items.
- Prepare daily field reports; e-mailed to the Village.
- Monitor adherence to specifications.
- Monitor adherence to construction schedule and make recommendations when appropriate.
- Monitor, on a regular basis, the Contractor has installed traffic control devices per IDOT Standards.
- Gather material inspections and coordinate any required testing on behalf of the Village.
- Provide guidance to the contractor when questions arise during construction.
- Resident communications as needed.
- Perform punch list inspections, provide follow up inspections, and recommend acceptance when appropriate.
- Agree to final quantities with Contractor & process final pay estimate and final change order

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

- Rubino Engineering – HMA and PCC Material Testing for Quality Assurance

The above scope of services for the Devon Excess Flow Force Main includes the following assumptions and exclusions:

- Resident Notifications will be done by the Village
- Coordination with Village Services will be done by the Village
- Construction Observation durations estimated at 8 months total based on Contractor's Schedule estimate

The above scope for the "Devon Excess Flow Force Main" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



Engineering Enterprises, Inc.

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

Devon Excess Flow Force Main: Construction Engineering Services
Village of Bartlett, Illinois

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING			PROJECT MANAGER	PROJECT MANAGER	SURVEYING			DRAFTING		WORK ITEM HOUR SUMM.	COST PER ITEM
			PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	PROJECT ENG			SENIOR PROJECT TECH II	SENIOR TECH	PROJECT MANAGER	SENIOR TECH I	CAD MANAGER		
		HOURLY RATE:	\$24	\$231	\$165	\$170	\$208	\$170	\$138	\$145	\$158	\$145		
DESIGN ENGINEERING AMENDMENT														
2.1 Amendment Items Related to Design Engineering														
CONSTRUCTION ENGINEERING														
3.1	Construction Administration		8	143	-	47	-	-	-	-	-	198	\$ 42,975	
	Misc. Project Management (Contractor, Village & Internal)		8	96	1							104	\$ 24,128	
	Plan + Spec Review (RE & PM)				1							2	\$ 401	
	Prepare Field Books				12							12	\$ 2,040	
	Precon Outline			2								2	\$ 482	
	Attend Precon Meeting			4								8	\$ 1,804	
	Precon Meeting Minutes			1								1	\$ 231	
	Resident Notifications													
	Coordination w/Village Services: (garbage-maint-etc)													
	Stop Drawing Review + Log			8								8	\$ 1,360	
	Quantity Verification + Pay Estimates			18								23	\$ 4,215	
	HEPA Documentation				2							6	\$ 1,142	
	Change Orders				4									
	Weekly Updates to Village + Others (RE has this included in CO hours)				32							32	\$ 7,392	
	Monthly on-site Progress Meetings (RE has weekly included in CO hours)				2							184	\$ 30,200	
3.2	Construction Layout and Record Drawings				6							122	\$ 20,144	
	Construction Layout				18							36	\$ 5,544	
	Field Survey - Record Drawings				18							18	\$ 3,060	
	Drafting - Record Drawings				2							8	\$ 1,452	
	QC/QA (RE + PM) - Record Drawings				8							1,588	\$ 269,920	
3.3	Observation and Documentation				8							4	\$ 660	
	Review Construction Layout				4							4	\$ 660	
	Video + photos of existing conditions				4							4	\$ 660	
	Construction Observation				1,560							1,560	\$ 265,200	
	Quantities + Documentation + Field Reports (included in CO Hours)				4							12	\$ 2,020	
	Punch Walk No. 1 + Letter				4							4	\$ 680	
	Punch Walk No. 2 + Letter (Final)				4							4	\$ 680	
	Project Closeout				4							4	\$ 680	
Construction Engineering Subtotal:			8	145	14	1,627	18	100	58	1,970	1,970	365,926	\$	
Project Total:			8	145	14	1,627	18	100	58	1,970	1,970	365,926	\$	

Notes:

- Construction Engineering Scope and Fees Assume 24 Months (104 Weeks) for Contract Completion per the Project Manual
- Construction Observation & Field Reports Assumes Full Day Observation for 8 Months
- See Attachment B: Scope of Services for Additional Clarifications and Exclusions

DIRECT EXPENSES	
Vehicle Charges =	\$ 10,400
Material Testing =	\$ 9,600
DIRECT EXPENSES = \$ 20,000	

LABOR SUMMARY	
Engineering Expenses =	\$ 337,178
Surveying Expenses =	\$ 28,748
Drafting Expenses =	\$ -
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES = \$ 365,926	
TOTAL EXPENSES = \$ 385,926	



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$244.00
Principal	E-3	\$239.00
Senior Project Manager	E-2	\$231.00
Project Manager	E-1	\$208.00
Senior Project Engineer/Surveyor II	P-6	\$196.00
Senior Project Engineer/Surveyor I	P-5	\$182.00
Project Engineer/Surveyor	P-4	\$165.00
Senior Engineer/Surveyor	P-3	\$152.00
Engineer/Surveyor	P-2	\$138.00
Associate Engineer/Surveyor	P-1	\$124.00
Senior Project Technician II	T-6	\$170.00
Senior Project Technician I	T-5	\$159.00
Project Technician	T-4	\$149.00
Senior Technician	T-3	\$138.00
Technician	T-2	\$124.00
Associate Technician	T-1	\$109.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$112.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 220.00
Expert Testimony		\$ 276.00