



Agenda Item Executive Summary

Item Name Engineering Services Agreement for the Devon
Lift Station Improvements Committee
or Board Board

BUDGET IMPACT

Amount:	\$389,149	Budgeted	\$450,000
List what fund	Sewer Fund		

EXECUTIVE SUMMARY

Attached please find an engineering services contract from Engineering Enterprises, Inc. for the Devon Lift Station Improvements. This includes design & 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 lift station improvements engineering services be awarded to Engineering Enterprises, Inc. in the amount of \$389,149.

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 Lift Station 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 Lift Station Improvements

Attached please find an engineering services contract from Engineering Enterprises, Inc. for the Devon Lift Station Improvements. This includes design & 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 lift station improvements engineering services be awarded to Engineering Enterprises, Inc. in the amount of \$389,149.

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 Lift Station Improvements.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING THE ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND ENGINEERING ENTERPRISES, INC.
FOR THE DEVON LIFT STATION 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 26, 2023 (the "Agreement") for the Devon Lift Station Improvements Construction (the "Project Work"), in the amount of \$389,149, 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

CERTIFICATION

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 26, 2023

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

**Re: *Devon Excess Flow Lift Station
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 Lift Station 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 'Stephen T. Dennison', is positioned above the typed name.

Stephen T. Dennison, P.E.
Senior Project Manager / Principal

STD/crw

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

**Agreement for Professional Services
Village of Bartlett, IL
Devon Excess Flow Lift Station
Construction Engineering Services**

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 any and all necessary engineering services to the Village as indicated on the Scope of Services (Attachment B). Services to be provided include Construction Engineering for the Devon Excess Flow Lift Station project and associated appurtenances and site work. The Engineer shall furnish the necessary personnel, materials, equipment, and expertise to complete all necessary engineering services to the Village as indicated on the included Attachment B.

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 Contractor shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering Amendment items in the amount of \$90,230 shall be paid for as a Lump Sum (LS) amount. Construction Engineering will be paid for Hourly (HR) in the estimated amount of \$228,339.00. Direct Expenses are estimated at \$70,580.00 including subconsultant construction services and expenses. Total fees for the project are estimated at \$389,149.00. 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 Attachment 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:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor 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, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractor's 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 DuPage Counties, Illinois.

G. Independent Contractor:

Contractor 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 Contractor under this agreement shall be that of an independent contractor. Contractor 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:

Contractor 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 Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor 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 contractor 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 attached Exhibits. Except for those terms included on the Exhibits, 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:** Estimate of 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 by 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 Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 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 Gilles
Village Clerk

Stephen T. Dennison, P.E.
Senior Project Manager / Principal

*Devon Excess Flow Lift Station
Village of Bartlett
Professional Services Agreement – Construction Engineering*

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 seven (7) 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.

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
EXHIBIT 1**

SECTION A - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

DEVON EXCESS FLOW LIFT STATION PROJECT

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER or other interested parties as may be reasonably necessary.
2. Upon award of the construction contract, the ENGINEER will furnish to the OWNER two sets of the drawings and specifications. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
3. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the specifications the action taken. Such action shall be taken with reasonable promptness.
4. The ENGINEER will interpret the intent of the specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance of any Contractor.
5. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
6. The ENGINEER will establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents.

7. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
8. The ENGINEER will provide part-time resident construction observation. For this type of extended duration project, part-time refers to being on-site only during critical phases of the work when construction activities require it. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
9. The ENGINEER will cooperate and work closely with representatives of the OWNER.
10. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:

- (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).

- (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

- 11. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.

- 12. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.

- 13. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings

(including digital copy in PDF format), and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer, from the resident construction observer's construction data, and from the ENGINEER'S confirmatory As-Built Survey of critical elevations and structures. Further clarification on As-Built Drawings will be provided in a separate Construction Engineering Agreement.

14. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
15. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Attachment E: Standard Schedule of Charges. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion. Further information on the details of the operation and maintenance document and the 11th month review (after Substantial Completion) will be provided in a separate Construction Engineering Agreement.
16. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
17. The ENGINEER will provide construction engineering services for the construction duration summarized in Attachment D: Anticipated Project Schedule. If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. The contract shall be designated on-going consistent with the project schedule.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional construction engineering services in the amount of Three Hundred and Eighty-Nine Thousand Two Hundred Dollars – (\$389,149.00) as summarized in Attachment C: “Estimate of Level of Effort and Associated Cost” for the Devon Excess Flow Lift Station Project.
 - (a) The compensation for the professional engineering services shall be payable as follows:
 - (1) The compensation for the design engineering amendment amount identified in Item 2.01 of Attachment C shall be payable as a Lump Sum amount.
 - (2) The compensation for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as a sum which equals any charges for work actually completed and invoiced (Time and Expense, Not to Exceed), which shall be paid at least once per month.
 - (3) A sum which, together with the compensation paid under Section B-1(a)(1) and Section B-1(a)(2) above, equals one hundred percent (100%) of the total compensation due and payable following Section B-1 above, shall be due after receipt of the invoice following the Illinois Prompt Payment Act.
 - (4) The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted in the attachments at the actual cost or hourly cost for the work completed.
 - a. A sum that equals any charges for work actually completed and invoiced shall be paid at least once per month.
 - (5) The compensation for any additional engineering services authorized by the OWNER under Section C shall be payable as follows:
 - a. A sum that equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION C – ADDITIONAL ENGINEERING SERVICES

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

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

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

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

SECTION D - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design, and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports, and inspections of samples, materials, or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition, and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish the above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and per the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site before the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
 5. Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made based on his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from opinions of probable cost prepared by him. If the OWNER wishes greater assurance as to project or construction costs prior to the bidding or negotiating phase, he shall employ an independent cost-estimator.

ATTACHMENT B: SCOPE OF SERVICES

EXHIBIT 2

SUPPLEMENTAL DESCRIPTION OF SCOPE OF SERVICES DEVON EXCESS FLOW LIFT STATION PROJECT

The Village recently received public bids for the construction of a new Devon Excess Flow Lift Station, as well as for construction of the associated Devon Excess Flow Interceptor and Force Main, to replace the Village's existing Devon Excess Flow Treatment Facility. The new lift station and force main will convey excess flows diverted from the Devon/Berteau Lift Station, owned and operated by Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), to the Village's main Bittersweet Wastewater Treatment Facility, in place of accepting and treating the flows at the existing Excess Flow Treatment Facility.

The Village has requested construction engineering services for these projects. The following detailed scope of services summarizes construction engineering services to be completed pertaining to the Devon Excess Flow Lift Station. The work items to complete the stated scope objectives are as follows:

A. DESIGN ENGINEERING AMENDMENT

The design engineering contract amendment for the lift station includes the additional level of effort and cost associated with the following items:

- Multiple redesigns of the lift station (\$30,630 Addition)
 - Includes new drawings, calculations, cost estimates, schedules, and specifications for EEI and subconsultants
- Additional progress review meetings (\$18,000 Addition)
 - Two (2) total meetings identified in original scope/fees
 - Eight (8) total review meetings conducted (6 in-person and 2 remote)
- Time extension for design completion from late 2020 to early 2023 (\$24,000 Addition)
 - Includes one year project stoppage from August 2021 to August 2022 due to Village negotiations with MWRDGC and related inefficiencies with restarting design and internal design meetings with subconsultants
 - Original contract fees utilized EEI's 2019 Standard Schedule of Charges – a majority of the design work has occurred after the end of 2020

B. CONSTRUCTION ENGINEERING SERVICES

The Village has requested Construction Engineering for the project. The contract completion was established at 730 calendar days (approximately 24 months) due to long anticipated equipment lead times. The actual construction period including site work is anticipated to comprise a smaller subset of this period, and is currently estimated between 8-10 months of on-site work, which said work period may not be consecutive. The work items to complete the stated scope objectives within the stated time frame, and the assumptions pertaining to quantities and level of effort where applicable, are as follows:

1. Project Administration
2. Contracting Coordination (Assumes Village will assist with coordination with the Contractor)
3. Prepare Construction Issue Plans and Specifications
4. Weekly Project Update Emails to Village Staff (For 18 Months of the Project)
5. Pre-Con Meeting and Construction Progress Meetings (9 Total Meetings Max.): These are meetings with the Village and Contractor, in-person at Public Works or on onsite, to provide progress update on construction activities and to discuss issues and any upcoming coordination items. The preconstruction meeting will be scheduled during the first month of the contract, and the remaining meetings will be scheduled as appropriate during active phases of construction.
6. Review Pay Applications (15 Max.)
 - a. Review the Contractor's Detailed Invoice and Prepare a Cover Letter
 - b. Review and Track the Contractor's Waivers of Lien
7. Review Shop Drawings, O&M Manuals, and Warranty Info
 - a. Includes one initial review and up to one re-review of revised shop drawings and O&M manuals for resubmittal as required.
8. Review RFI's and PCO's
9. Construction Staking (2 Site Visits Total)
10. Coordination with the Village and Contractor
11. Construction Observation & Field Reports
 - a. Assumes approximately 12 Hours/Week on average for 9 Months for Project Engineer, including Construction Observation Coordination with Field Technician
 - b. Field Technician (Senior Project Technician II) fees not included in this contract – assumes Onsite observation will overlap with Devon Excess Interceptor and Flow Force Main construction, and EEI will make every effort to utilize the same staff for both during overlapping phases of work.

12. Punchwalks and Punchlists

13. Prepare and Issue As-Built Drawings

Structural, Mechanical (HVAC/Plumbing), and Electrical Engineering will be performed by subconsultants as required.

The stated scope of services herein includes the following assumptions and exclusions:

1. Excludes Property and Easement Acquisition Coordination.
2. Excludes Additional Progress Meetings beyond that specified herein.
3. Does not include review of Certified Payroll (Contractor's responsibility to maintain and submit records to the appropriate state agency [IL Department of Labor])
4. Does not include Attendance/Presentations at Village Board Meetings.
5. Assumes No Local Building Permitting Required, or that Village to handle all aspects and coordination if required
6. No Shop Drawing Reviews Beyond One Resubmittal for Each Shop Drawing – There Are Provisions in the Project Manual for the Contractor to Reimburse the Engineer for Expenses Related to Each Additional Resubmittal.
7. Assumes utilizing same Field Technician who will be onsite for Construction Observation of Devon Excess Flow Interceptor and Force Main construction. EEI will make every effort to coordinate for Field Technician to cover both the Lift Station and Force Main onsite work. However, the schedule of said work is contingent upon each Contractor's Construction Phasing Plan. Additional Construction Observation as deemed necessary and agreed upon by the Owner and Engineer shall be billed in accordance with the Standard Schedule of Charges.

ADDITIONAL CONSTRUCTION ENGINEERING SERVICES

The above scope 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 agreement and will be billed per EEI's current Standard Schedule of Charges (2023 SSOC included as Attachment E for reference). No such additional services shall be performed unless authorized pursuant to a written amendment to this Agreement entered into and executed by the parties.

Engineering fees accrued as a direct result of the Contractor's negligence (such as defective work, excessive resubmittals, RFIs, or PCO requests, or lack of an adequate phasing and implementation plan) shall be considered Additional Services, and they will be documented and discussed between the Owner and Engineer.



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

Devon Excess Flow Lift Station: Construction Engineering Services
Village of Bartlett, Illinois

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING		SURVEYING		DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
			PROJECT MANAGER \$208	SENIOR PROJECT TECH. II \$170	PROJECT ENGINEER \$165	SENIOR PROJECT MANAGER \$231	SENIOR PROJECT SURVEY. II \$196	CAD MANAGER \$208			
2.01	Amendment Items Related to Design Engineering										\$ 90,230
CONSTRUCTION ENGINEERING											
3.01	Project Administration		16	36						52	\$ 11,184
3.02	Contracting Coordination			2		2				4	\$ 746
3.03	Prepare Construction Issue Plans and Specifications			4		4		8		16	\$ 2,764
3.04	Weekly Project Update Emails to Village Staff (For 18 Months of the Project)					39				39	\$ 6,435
3.05	Pre-Con Meeting and Construction Progress Meetings (9 Total Meetings Max.)		4	36		54				94	\$ 17,322
3.06	Review Pay Applications (15 Max.)			23		38				68	\$ 11,428
3.07	Review Shop Drawings, O&M Manuals, and Warranty Info			48		120				168	\$ 29,784
3.08	Review RFI's and PCO's			24		48				72	\$ 12,912
3.09	Construction Staking			2		4				26	\$ 5,136
3.10	Coordination with the Village and Contractor		20	78		104				202	\$ 38,004
3.11	Construction Observation & Field Reports ²					468				468	\$ 77,220
3.12	Punchwalks and Punchlists			8		24				32	\$ 5,624
3.13	Prepare and Issue As-Built Drawings			4		16				56	\$ 9,780
Construction Engineering Subtotal:			40	265	-	921	-	32	8	1,297	\$ 228,339
PROJECT TOTAL:			40	265	-	921	-	32	8	1,297	\$ 316,569

Engineering Expenses =	\$ 306,369
Surveying Expenses =	\$ 6,552
Drafting Expenses =	\$ 5,088
Administrative Expenses =	\$ 560
TOTAL LABOR EXPENSES =	\$ 318,569

Printing =	\$ 300
Vehicle Charges =	\$ 5,280
Structural, Mech, and Electrical Engineering =	\$ 65,000
DIRECT EXPENSES =	\$ 70,580

TOTAL EXPENSES	\$ 389,149
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- Notes:**
- Construction Engineering Scope and Fees assume 24 months (104 weeks) for Contract Completion per the Project Manual.
 - Construction Observation & Field Reports assumes approximately 12 Hrs/Week on average for 8 Months.
 - Senior Project Technician II Fees not included; assumes overlap between Devon Excess Flow Lift Station and Interceptor/Force Main projects and utilizing technician for both.
 - See Attachment B: Scope of Services for Additional Clarifications and Exclusions



Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

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