ORDINANCE NO. 2025- 4568

# ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND ENGINEERING ENTERPRISES, INC. ("EEI") FOR CONSULTING ENGINEERING SERVICES RELATIVE TO A BRYANT AVENUE WATER TREATMENT PLANT FILTER REPLACEMENT PROJECT – CONSTRUCTION ENGINEERING FOR THE VILLAGE'S WATER SYSTEM

WHEREAS, the Corporate Authorities of the Village of Barrington ("Village") have determined that it is necessary and essential to enter into an "Agreement Between the Village of Barrington and Engineering Enterprises, Inc. ("EEI") for Consulting Engineering Services Relative to a Bryant Avenue Water Treatment Plant Filter Replacement Project – Construction Engineering, for the Village's Water System"; and

WHEREAS, Engineering Enterprises, Inc. has submitted the attached Proposal dated October 31, 2025 for Professional Construction Engineering Services relative to the Village's Bryant Avenue Water Treatment Plant Filter Replacement Project, all as described in the attached EEI Proposal and related Contract Documents, for a total cost in the aggregate not-to-exceed amount of $639,091.00, copies of which are attached hereto and expressly made a part hereof as part of Group Exhibit A; and

WHEREAS, the Corporate Authorities of the Village have determined that EEI is a responsible engineering firm duly qualified to perform in accordance with the EEI Proposal and other Contract Documents; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents to accept and approve the EEI Proposal dated October 31, 2025 and related Contract Documents and award a contract to EEI for Professional Construction Engineering Services relative to the Village's Bryant Avenue Water Treatment Plant Filter Replacement Project:

NOW, THEREFORE, BE IT ORDAINED BY THE President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of its authority as a Home Rule Unit, as follows:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble to this Ordinance are true and correct and the same are hereby deemed to constitute the findings of the Corporate Authorities.

SECTION 2: The Corporate Authorities of the Village hereby accept the EEI Proposal dated October 31, 2025 for Professional Construction Engineering Services relative to the Village's Bryant Avenue Water Treatment Plant Filter Replacement Project, all as described on the EEI Proposal dated October 31, 2025 and related Contract Documents, for a total cost in the aggregate not-to-exceed $639,091.00 (hereinafter, "the EEI Proposal and related Contract Documents"), as more specifically set forth in said Contract Documents, as well as the related Agreement Between the Village of Barrington and EEI, which is attached hereto and thereby made a part hereof as part of Group Exhibit A, and to execute and implement such Contract Documents as herein provided without advertising for or

receiving competitive bids or soliciting other proposals which may otherwise be required by law, and said Contract Documents are hereby specifically authorized, ratified and approved by the Corporate Authorities of the Village pursuant to Section 1-6A-6 of the Barrington Village Code.

SECTION 3: The Village President, or his designee, is hereby authorized to accept the EEI Proposal dated October 31, 2025 and execute the related Contract Documents, copies of which are attached hereto as Group Exhibit A and thereby made a part hereof, and the Village Clerk is authorized to attest same, and all other necessary and appropriate actions to approve and implement such Contract Documents are hereby authorized at a total cost not-to-exceed $639,091.00 in accordance therewith.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 24 DAY OF NOVEMBER, 2025, BY A ROLL CALL VOTE OF AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Prigge, Klaver and President Moran

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

APPROVED THIS 24 DAY OF NOVEMBER, 2025

Michael Moran, Village President

ATTESTED AND FILED THIS
24 DAY OF NOVEMBER, 2025

James P. Dillon, Village Clerk

Village of Barrington
CORPORATE
SEAL
Cook & Lake Counties, IL

GROUP EXHIBIT A

CONTRACT DOCUMENTS:

(1) EEI Proposal dated October 31, 2025

(2) Agreement Between the Village of Barrington and Engineering Enterprises, Inc. ("EEI") for Consulting Engineering Services Relative to a Bryant Avenue Water Treatment Plant Filter Replacement Project – Construction Engineering, for the Village's Water System

AGREEMENT
BETWEEN THE VILLAGE OF BARRINGTON AND
ENGINEERING ENTERPRISES, INC.
FOR CONSULTING ENGINEERING SERVICES RELATIVE TO A
BRYANT AVENUE WATER TREATMENT PLANT FILTER REPLACEMENT PROJECT –
CONSTRUCTION ENGINEERING
FOR THE VILLAGE'S WATER SYSTEM

THIS "AGREEMENT FOR CONSULTING ENGINEERING SERVICES RELATIVE TO A BRYANT AVENUE WATER TREATMENT PLANT FILTER REPLACEMENT PROJECT – CONSTRUCTION ENGINEERING FOR THE VILLAGE'S WATER SYSTEM" by and between the Village of Barrington and Engineering Enterprises, Inc., including all of the Attachments thereto, which are attached hereto as Group Exhibit A and thereby made a part hereof, and specifically:

(1) Attachment A: Standard Terms and Conditions – Exhibit 1;
(2) Attachment A: Scope of Services – Exhibit 2: Supplemental Description of Scope of Services;
(3) Attachment B: Estimate of Level of Effort and Associated Cost for Professional Engineering Services Dated October 31, 2025;
(4) Attachment C: Schedule; and
(5) Attachment D: Standard Schedule of Charges dated January 1, 2025

(which Agreement and the aforesaid Attachments A through D, and the Certification, inclusive, are collectively referred to herein as the "Agreement" or as the "Contract Documents") and is made this ____ day of _____, 2025 by and between the VILLAGE OF BARRINGTON (hereinafter referred to as "Village") and ENGINEERING ENTERPRISES, INC. (hereinafter referred to as "Contractor" or "EEI") for EEI to provide to the Village consulting engineering services for the Bryant Avenue Water Treatment Plant Filter Replacement Project – Construction Engineering for the Village's Water System (hereinafter, the "Services") pursuant to and consistent with the Agreement, for a fixed fee cost of $639,091.00.

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Services: The Contractor agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in ,Attachment A-Exhibit 1 and Attachment A-Exhibit 2 which are attached hereto and hereby made a part of this Agreement.

2. Payment(s):

   A. Not to Exceed Payment: The Village agrees to pay the Contractor as compensation for all Work required by this Agreement at an amount of $639,091.00 ("Contract Price") as set forth in this Agreement.

   B. Invoices for Payments: The Contractor agrees to and shall prepare and submit invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.

   C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act). The Village complies with the Act, which states that any bills approved by the Village for payment shall be paid within thirty (30) days after date of approval of the invoice. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:

   A. This Agreement and
   B. Attachments A-Exhibit 1, A-Exhibit 2, B, C, and D.

   In the event of any conflict between this Agreement and any other Contract Documents, this Agreement shall prevail, control, and take precedence over the terms and conditions set forth in any other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Work to be performed under the Contract Documents shall commence no later than November 15, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than May 31, 2028 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village. If the Contractor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Work and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

5. Venue and Choice of Law: The parties herein agree that the venue for any and all disputes shall solely be in the county in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.

6. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

8. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

   A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Work or Services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.

   B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.

   C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.

   D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.

   E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.

9. Insurance:

   A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 9, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Barrington, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's Services or the Work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its officers, officials, employees, agents and/or volunteers.

(c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per accident for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

(iv) Professional Liability coverage of not less than $1,000,000.

(v) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Paragraph 9(B)(i) above, then a $1,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.

(vi) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

C. All Coverages

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
(a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of

Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

E. Verification of Coverage: Contractor shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

F. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

H. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor to be maintained by the Village.

I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing

to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the Contract Documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.

L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.

O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 9, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

10. Indemnity:

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials,

employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except unless caused by the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

B. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

C. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

D. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

E. The provisions of this Paragraph 10 shall survive any termination of the Contract.

11. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

12. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

13. Equal Employment Opportunity: The Contractor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall also comply with the Illinois Human Rights Act. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.

14. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

15. Prevailing Wage Act Notice [Check box that applies]:
☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

16. Project Documentation and Record Retention and Audits:

A. Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Project and/or Work, which is the subject of the Contract Documents, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the sole property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.

B. 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, except as required by law. 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 the Contractor without the Contractor's consent. Modifications of any signed duplicate

original document not authorized by the Contractor will be at the Village's sole risk and without legal liability to the Contractor. Use of any incomplete, unsigned document will, likewise, be at the Village's sole risk and without legal liability to the Contractor.

C. Record Retention and Audits: Contractor understands and agrees that Contractor, and any of Contractor's subcontractors, are required to and shall maintain all books and records relating to the performance of the Services and necessary to support amounts charged to the Village under the Agreement until the Village releases Contractor from this obligation. The Agreement and all books and records related to the Services shall be available for review and audit by the Village and the Illinois Auditor General. If this Agreement is funded from contract/grant funds provided by the U.S. Government, the Agreement, 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.

17. Contractor is an Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Work referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

18. Village Confidential Information:

A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
B. The provisions of this Paragraph 18 shall survive any termination of the Contract.

19. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason. Services outside of the Scope of Services set forth in this Agreement, and particularly, on Attachment A-Exhibit 1 and Attachment A-Exhibit 2, shall be compensated in accordance with the hourly rates for this project as shown in the attached 2025 Standard Schedule of Charges (Attachment D hereof). In the event that the Services are not completed by May 31, 2028, the Contractor's updated Standard Schedule of Charges shall become effective after January 1st of the subsequent calendar year(s).

20. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other Contract Documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract Documents.

21. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 10, 18, and 22 hereof shall continue after such termination.

22. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

23. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

24. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor with or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of the Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined as set forth in the Agreement.

25. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

26. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

27. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

28. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

30. Entire Agreement: This Agreement the Contract Documents (including all exhibits and attachments thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR:
ENGINEERING ENTERPRISES, INC.

By: _____

Stephen Dennison, P.E.
Vice President

Its Authorized Agent

VILLAGE OF BARRINGTON

By: _____

Its Authorized Agent

ATTEST: _____
Jim Dillon, Village Clerk

## GROUP EXHIBIT A

(1) Attachment A: Standard Terms and Conditions – Exhibit 1;
(2) Attachment A: Scope of Services – Exhibit 2: Supplemental Description of Scope of Services;
(3) Attachment B: Estimate of Level of Effort and Associated Cost for Professional Engineering Services Dated October 31, 2025;
(4) Attachment C: Schedule; and
(5) Attachment D: Standard Schedule of Charges dated January 1, 2025

# ATTACHMENT A – STANDARD TERMS AND CONDITIONS – EXHIBIT 1

**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. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

**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. ENGINEER

agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

**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.

# Bryant Avenue Water Treatment Plant Filter Replacement Project
# Village of Barrington, IL
# Professional Services Agreement - Construction Engineering

## Attachment A – Exhibit 2 – Scope of Services

The Village of Barrington's Bryant Avenue Water Treatment Plant requires several modifications to maintain sustainable performance and improve water quality. The primary modification in this project is replacing leaking gravity filters with a new aeration/filtration system that is designed to provide improved iron removal and biological ammonia removal. The project also includes replacement of aging/obsolete equipment, such as well pumps, high service pumps, piping, and electrical gear. These improvements will improve the reliability and performance of the facility.

The following list of work items summarizes the scope of engineering services for this project, for which a detailed breakdown and estimated level of effort for major items is included in Attachment B:

### CONSTRUCTION ENGINEERING

**Construction Administration**

- Project Administration and Supervision of Staff, Budget
- Bidding Coordination, Including Attending Pre-Bid Meeting, Responding to Contractor's Questions, Preparing Addenda
- Contracting Coordination with Contractor and the Village
- Preparation of Construction Issue Plans and Specifications
- Prepare for, Attend, and Facilitate the Preconstruction and Construction Progress Meetings with the Contractor Including Preparation of Meeting Minutes (Assumes 24 Total Meetings Max.)
- Construction Coordination with Contractor and the Village
- Review Shop Drawings, O&M Manuals, and Warranty Information
- Review and Respond to Contractor Requests for Information (RFIs), Proposed Change Orders (PCOs), and Prepare Change Orders
- Review Contractor Pay Requests, Gather Invoices, Waivers of Lien, Certified Payroll, and Material Certification, and Prepare Pay Estimates (Assumes 27 Pay Applications Max.)
- Prepare Record (As-Built) Drawings from Engineer's and Contractor's Red-Line Markups

**Construction Observation and Documentation**

- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Part-Time Construction Observation & Field Reports (Est. Avg. 12 Hours/Week For 104 Weeks of Onsite Activity for the Resident Engineer)
- Provide Weekly Construction Update Emails to Village Staff During Construction Activity Onsite
- Perform Punch Walks, Prepare Punch List, and Provide Follow Up Inspections and Recommend Acceptance
- Prepare Project Closeout Paperwork

### NOTES AND EXCLUSIONS

- Assumes Local Funding for Improvements (No Loan Coordination)
- Does Not Include Surveying
- Does Not Include any Geotechnical Investigations

- Does Not Include Additional Progress Meetings or Construction Observation Beyond That Specified
- Does Not Include Attendance/Presentations at Village Meetings
- 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

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings, construction observation, and coordination beyond that defined in the above scope and estimated in the fee estimate shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment D) in effect at the time the extra work is performed.

## ATTACHMENT B: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
## PROFESSIONAL ENGINEERING SERVICES

| CLIENT | PROJECT NUMBER | |
|---|---|---|
| Village of Barrington | BN2202 | |
| **PROJECT TITLE** | **DATE** | **PREPARED BY** |
| Bryant Avenue Water Treatment Plant Filter Replacement Project - Construction Engineering | 10/31/25 | STD |

| TASK NO. | TASK DESCRIPTION | ROLE | PIC | SPM | PM | PE | CAD/GIS | SUR-PM | SURVEY | ADMIN | HOURS | COST |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | RATE | $256 | $243 | $218 | $175 | $182 | $218 | $182 | $75 | | |
| **CONSTRUCTION ENGINEERING** | | | | | | | | | | | | |
| 3.01 | Project Administration | | 40 | | 40 | | | | | | 80 | $ 18,960 |
| 3.02 | Bidding and Contracting Coordination | | 16 | | 48 | 80 | 24 | | | 4 | 172 | $ 33,228 |
| 3.03 | Prepare Construction Issue Plans and Specifications | | | | 8 | 12 | 16 | | | | 36 | $ 6,756 |
| 3.04 | Weekly Project Update Emails to Village Staff (During Construction) | | | | | 120 | | | | | 120 | $ 21,000 |
| 3.05 | Pre-Con Meeting and Monthly Construction Progress Meetings (24 Total Meetings Max.) | | 24 | | 96 | 120 | | | | | 240 | $ 48,072 |
| 3.06 | Review Pay Applications (27 Max.) | | | | 40 | 81 | | | | | 121 | $ 22,895 |
| 3.07 | Review Shop Drawings, O&M Manuals, and Warranty Info | | | | 96 | 200 | | | | | 296 | $ 55,928 |
| 3.08 | Review RFI's and PCO's | | | | 64 | 80 | | | | | 144 | $ 27,952 |
| 3.09 | Coordination with the Village and Contractor | | 56 | | 108 | 200 | | | | | 364 | $ 72,880 |
| 3.10 | Construction Observation & Field Reports (Est. Avg. 12 Hours/Week For 102 Weeks) | | | | 64 | 1,224 | | | | | 1,288 | $228,152 |
| 3.11 | Punchwalks and Punchlists | | | | 16 | 48 | | | | | 64 | $ 11,888 |
| 3.12 | Prepare and Issue As-Built Drawings | | | | 16 | 40 | 56 | | | | 112 | $ 20,680 |
| | **Construction Engineering Subtotal:** | | **136** | **-** | **596** | **2,205** | **96** | **-** | **-** | **4** | 3,037 | $568,391 |
| | PROJECT TOTAL: | | 136 | - | 596 | 2,205 | 96 | - | - | 4 | 3,037 | 568,391 |

| | |
|---|---|
| PIC | Principal in Charge |
| SPM | Senior Project Manager |
| PM | Project Manager |
| PE | Project Engineer |
| CAD/GIS | CAD/GIS Technician |
| SUR-PM | Survey Project Manager |
| SURVEY | Survey Technician |
| ADMIN | Administrative Assistant |

| DIRECT EXPENSES | |
|---|---|
| Printing/Scanning/Mailing = | $ 750 |
| Vehicle = | $ 19,950 |
| MEP Engineering = | $ 30,000 |
| Architectural = | $ 12,500 |
| Geotechnical Engineering = | $ - |
| Structural Engineering = | $ 7,500 |
| **DIRECT EXPENSES =** | **$ 70,700** |

| LABOR SUMMARY | |
|---|---|
| EEI Labor Expenses = | $568,391 |
| TOTAL LABOR EXPENSES | **$568,391** |

| TOTAL COSTS | $639,091 |
|---|---|

## ATTACHMENT C: ESTIMATED SCHEDULE

| CLIENT | PROJECT NUMBER | |
|---|---|---|
| Village of Barrington | BN2202 | |
| **PROJECT TITLE** | **DATE** | **PREPARED BY** |
| Bryant Avenue Water Treatment Plant Filter Replacement Project - Construction Engineering | 10/31/25 | STD |

| TASK NO. | TASK DESCRIPTION | 2025 | | 2026 | | | | | | | | | | | | 2027 | | | | | | | | | | | | 2028 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY |
| CONSTRUCTION ENGINEERING | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.01 | Project Administration | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.02 | Bidding and Contracting Coordination | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.03 | Prepare Construction Issue Plans and Specifications | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.04 | Weekly Project Update Emails to Village Staff (During Construction) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.05 | Pre-Con Meeting and Monthly Construction Progress Meetings (24 Total Meetings Max.) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.06 | Review Pay Applications (27 Max.) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.07 | Review Shop Drawings, O&M Manuals, and Warranty Info | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.08 | Review RFI's and PCO's | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.09 | Coordination with the Village and Contractor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.10 | Construction Observation & Field Reports (Est. Avg. 12 Hours/Week For 104 Weeks) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.11 | Punchwalks and Punchlists | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.12 | Prepare and Issue As-Built Drawings | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

## ATTACHMENT D: STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

| EMPLOYEE DESIGNATION | CLASSIFICATION | HOURLY RATE |
|---|---|---|
| Senior Principal | E-4 | $256.00 |
| Principal | E-3 | $251.00 |
| Senior Project Manager | E-2 | $243.00 |
| Project Manager | E-1 | $218.00 |
| Senior Project Engineer/Surveyor II | P-6 | $208.00 |
| Senior Project Engineer/Surveyor I | P-5 | $193.00 |
| Project Engineer/Surveyor | P-4 | $175.00 |
| Senior Engineer/Surveyor | P-3 | $161.00 |
| Engineer/Surveyor | P-2 | $146.00 |
| Associate Engineer/Surveyor | P-1 | $132.00 |
| Senior Project Technician II | T-6 | $182.00 |
| Senior Project Technician I | T-5 | $171.00 |
| Project Technician | T-4 | $159.00 |
| Senior Technician | T-3 | $146.00 |
| Technician | T-2 | $132.00 |
| Associate Technician | T-1 | $115.00 |
| Engineering/Land Surveying Intern | I-1 | $ 85.00 |
| Director of Marketing and Business Development | M-4 | $135.00 |
| Marketing Coordinator | M-2 | $100.00 |
| Executive Administrative Assistant | A-4 | $ 80.00 |
| Administrative Assistant | A-3 | $ 75.00 |

### VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

| | | |
|---|---|---|
| Vehicle for Construction Observation | | $ 20.00 |
| Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone | | $235.00 |
| Expert Testimony | | $290.00 |
| In-House Scanning and Reproduction | $0.25/Sq. Ft. (Black & White)<br>$1.00/Sq. Ft. (Color) | |
| Reimbursable Expenses (Direct Costs) | Cost | |
| Services by Others (Direct Costs) | Cost + 10% | |

* unless specified otherwise in agreement