(05/18/26) ORDINANCE NO. 2026-4647

ORDINANCE APPROVING AND AUTHORIZING AWARD OF A CONTRACT TO AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ENGINEERING ENTERPRISES, INC. INC. FOR PROVISION OF DESIGN ENGINEERING SERVICES FOR THE VILLAGE RELATIVE TO THE SOUTH HAGER AVENUE WATER MAIN REPLACEMENT PROJECT

WHEREAS, the Corporate Authorities of the Village of Barrington, an Illinois municipal corporation located in Cook and Lake Counties, Illinois (hereinafter, the "Village") have determined that it is necessary and essential to enter into an Agreement for Professional Services – Design Engineering Between the Village of Barrington and Engineering Enterprises, Inc. relative to the South Hager Water Main Replacement" Project; and

WHEREAS, Engineering Enterprises, Inc. ("EEI") has submitted the attached Proposal dated 2026 for Professional Design Engineering Services relative to the Village's South Hager Avenue Water Main Replacement Project, all as described in the EEI Proposal and related Contract Documents, for a total cost in the aggregate not-to-exceed amount of $61,983, copies of which are attached hereto and expressly made a part hereof as part of Group Exhibit A (the "Services"); 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 2026 and related Contract Documents and award a contract to EEI for the Professional Design Engineering Services relative to the Village's South Hager Avenue Water Main Replacement Project at a not-to-exceed aggregate cost of $61,983 as set forth in the Agreement:

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 the authority of this Village as a Home Rule unit of government, as follows:

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

SECTION 2: That the Corporate Authorities hereby accept the EEI Proposal dated 2026 for Professional Design Engineering Services relative to the Village's South Hager Avenue Water Main Replacement Project, all as described on the EEI Proposal dated 2026 and related Contract Documents, for a total not-to-exceed cost in the aggregate of $61,983 (hereinafter, the "EEI Proposal and related Contract Documents"), all as more specifically set forth in said Contract Documents as well as the related Agreement Between the Village of Barrington and EEI, which are attached hereto and thereby made a part hereof as part of Group Exhibit A, and pursuant to 65 ILCS 5/8-9-1, any and all requirements for competitive bidding or for soliciting other proposals otherwise required by law are hereby waived, and said Agreement is 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: That the Village President is hereby authorized to accept and execute the Agreement with EEI and related Contract Documents, and the Village Clerk is authorized to attest said Agreement and deliver to the Contractor a copy of said executed Agreement, which shall all be substantially in the form attached hereto as Group Exhibit A, and to otherwise take all the necessary and appropriate actions, including but not limited to the execution and delivery of any other documents related to the Project, in order to accomplish and implement such Contract Documents for the purposes herein contemplated at a total cost not to exceed $61,983 in accordance therewith.

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

PASSED THIS 22 DAY OF JUNE, 2026, BY ROLL CALL VOTE AS FOLLOWS:

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

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 22 OF JUNE, 2026

Michael D. Moran, Village President

ATTESTED AND FILED THIS
22 DAY OF JUNE, 2026

James P. Dillon JPD

James P. Dillon, Village Clerk

(SEAL)

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

(1) EEI Proposal dated 2026

(2) Agreement Between the Village of Barrington and Engineering Enterprises, Inc. ("EEI") for Professional Engineering Services Relative to the Village's South Hager Avenue Water Main Replacement Project-Design Engineering

Agreement for Professional Services – Design Engineering
Village of Barrington
South Hager Water Main Replacement

THIS AGREEMENT (hereinafter, "Agreement" or "Contract) is hereby entered into by and between the Village of Barrington, an Illinois Home Rule municipal corporation, hereinafter referred to as the "Village" or "OWNER", and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" (sometimes the Village and the Contractor are collectively referred to herein as the "Parties", or individually referred to as a "party"), and the Parties hereby agree as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment A. Design Engineering services shall be provided as indicated on the Scope of Services on Attachment B. The Engineer shall work with the Village to develop a contracting and bidding schedule consistent with available funding. All Engineering will be in accordance with all Village, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Environmental Protection Agency, and Illinois Department of Transportation requirements. (All sometimes referred to herein as the "Services" or the "Work") This Agreement and any attachments and/or exhibits thereto shall be considered as and referred to herein as the "Contract" or the "Contract Documents". In the event of any conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail, control, and take precedence over the terms and conditions set forth in any other Contract Document(s).

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 Services performed for the Village prior to termination.

C. Compensation and maximum amounts due to Contractor:

1. ENGINEER shall receive as compensation for all Services to be performed pursuant to the Contract Documents an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering Services will be paid for by the Village on a monthly basis based on the percentage of the project that is complete at that time. The not-to-exceed Fixed Fee amount for all of the Design Engineering Services is $61,983 (hereinafter sometimes referred to as the "Contract Price"), of which $9,250 is anticipated to be from direct expenses. The hourly rates for this project are shown in Attachment F.

2. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act). The Village and the Contractor hereby acknowledge and agree that 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 Services, or any part thereof, or to have waived any claim related to such Services by making a final payment or by making any progress payment of any amount, where the Village determines that such Services, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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 Illinois 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 Contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law and Venue:

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

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the Services performed pursuant to the Contract Documents. The Village 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. The Contractor shall not discriminate on the basis of race, color, national origin, sex, sexual orientation, or on the basis of any other protected class, in the performance of 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 it is not a Non-Resident Alien nor a foreign entity Contractor, but is an Illinois corporation in good standing with the State of Illinois at this time. 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) _x_ Corporation ___Not for Profit Corporation ___Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor agrees to and shall indemnify and hold harmless the Village and its elected and appointed officers, officials, employees, and agents (collectively referred to herein as the "Village") for and against all loss, damage, and expense, including reasonable attorneys' fees incurred by the Village, which the Village may sustain or for which it will become liable as a result of any injury to or death of any person or persons, or on account of damage to or destruction of property resulting from the performance of the Services pursuant to the Contract Documents by Contractor or any of its Subcontractor(s), or due to or arising in any manner from the wrongful act or negligence of Contractor or any of its Subcontractor(s) and/or of any employee of any of them. In no event shall either party to this Agreement indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations. This Section I shall survive any termination of this Agreement and/or the completion of the Services which are the subject of this Agreement performed by either the Contractor or any of its Subcontractor(s).

J. Insurance Required:

The Contractor agrees that it shall provide to the Village all of the following required insurance and provide the respective certificates to the Village Manager, or his designee:

1. Prior to Commencement of Services:

   (i) Prior to commencement of any Services 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 Services under the related Contract until Contractor has obtained all insurance required under this Paragraph J, 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.

2. 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 Services 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, 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 the Services 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.

3. 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 Services 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.

4. 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.

5. 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 Services commence. 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.

6. 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.

7. 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 Services performed pursuant to this Contract.

8. 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.

9. 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.

10. 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 Services 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 Services contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Services contemplated herein.

11. 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.

12. 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 Services, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

13. 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.

14. 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.

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

K. Miscellaneous Terms:

1. 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.

2. 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 Services. 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. The Contractor shall also 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.

3. 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).

4. 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.

5. 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 K5 shall survive any termination of the Contract.

7. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in its entirety for any reason. Services outside of the Scope of Services set forth in this Agreement shall be compensated in accordance with the hourly rates for this project as shown in the attached 2026 Standard Schedule of Charges (Attachment F hereof).

8. 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.

9. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Services, but the obligations of the Contractor under the Paragraphs I, "Indemnification", K5, "Village Confidential Information", and K10, "Advertisement", hereof shall continue after such termination.

10. 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.

11. 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.

12. 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.

13. 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.

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

L. 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 of this shall be valid and binding on the parties.

M. Attachments: The list of Attachments (sometimes referred to herein as "Exhibits") to this Agreement, which are thereby made a part hereof, are as follows:

Attachment A: Standard Terms and Conditions
Attachment B: Scope of Services
Attachment C: Estimated Level of Effort and Associated Cost
Attachment D: Location Map
Attachment E: Anticipated Project Schedule
Attachment F: 2026 Standard Schedule of Charges

N. Time is of the Essence; Dates of Commencement and Completion:

Time is of the essence in this Contract. The Services to be performed under the Contract Documents shall commence no later than June 1, 2026 (hereinafter the "Commencement Date") and shall be completed no later than April 30, 2027 (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 Services by the Completion Date, the Village shall thereafter have the right to have the Services 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 Services 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 Services which is the subject of the Contract Documents exceeds the Contract Price.

O. Notices:

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

For the *Village*:

Village Manager
Village of Barrington
200 S. Hough Street
Barrington, IL 60010

For the Contractor:

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

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

Agreed to this 22 day of JUNE, 2026.

Village of Barrington

By: _____

Michael D. Moran
Village President

Attest: _____

James P. Dillon
Village Clerk

Engineering Enterprises, Inc.:

By: _____

Stephen T. Dennison, PE
Vice President

By: _____

Angela R. Smith
Director of Marketing and Business Development

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. 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.

Agreement for Professional Services - Design Engineering
Village of Barrington
South Hager Water Main Replacement

Attachment B – Scope of Services

The Village of Barrington requires Design Engineering services to replace approximately 1,150 feet of existing 4", and 8" water main along South Hager Avenue. A map of the project location can be found in Attachment D of this proposal.

The following list of work items establishes the scope of engineering services for this project:

DESIGN ENGINEERING:

2.1 Project Management and Administration
- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with the Village and Subconsultants (Rubino Engineering)

2.2 Project Meetings
- Project Kick-Off Meeting Between the Village and EEI
- One (1) Design Progress Meeting Between the Village and EEI prior to Bidding

2.3 Topographic Survey
- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination
- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates
- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
- Internal QA/QC

2.6 Regulatory Agency Coordination and Permitting
- Prepare IEPA Construction Permit Application and Acquire Permit
- Coordination with Other Regulatory Agencies as Required

2.7 Bidding and Contracting Services
- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda

- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

DIRECT EXPENSES

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

Geotechnical and CCDD (Rubino Engineering, Inc.)

- Three (3) Soil Borings 10' in depth
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

EXCLUSIONS

The above scope of services does not include the following:

- Property Negotiations
- Environmental Surveys
- Sewer Televising
- Easement Preparation

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 base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment F) in affect at the time the extra work is performed.

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

CLIENT	PROJECT NUMBER	
Village of Barrington	BN2602-P	
PROJECT TITLE	**DATE**	**PREPARED BY**
South Hager Water Main Improvements	5/12/26	KDW/AMN

TASK NO.	TASK DESCRIPTION	ROLE	PRI	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN	HOURS	COST
		RATE	$268	$254	$228	$203	$254	$191	$184	$191	$179	$79		
DESIGN ENGINEERING														
2.1	Project Management and Administration		-	-	10	2	-	-	-	-	-	-	12	$ 2,686
2.2	Project Meetings		3	-	6	3	-	-	-	-	-	-	12	$ 2,781
2.3	Topographic Survey & Easements		-	-	-	-	5	45	9	-	-	-	59	$ 11,521
2.4	Utility Coordination		-	-	3	9	-	-	-	-	-	-	12	$ 2,511
2.5	Final Plans, Specifications, and Estimates		2	-	16	64	-	-	-	10	46	-	138	$ 27,320
2.6	Regulatory Agency Coordination and Permitting		-	-	2	6	-	-	-	-	-	-	8	$ 1,674
2.7	Bidding and Contracting		-	-	9	10	-	-	-	-	-	2	21	$ 4,240
	Insert Task Subtotal:		**5**	**-**	**46**	**94**	**5**	**45**	**9**	**10**	**46**	**2**	262	$ 52,733
	PROJECT TOTAL:		5	-	46	94	5	45	9	10	46	2	262	52,733

EEI STAFF

PRI	Principal
SPM	Senior Project Manager
PM	Project Manager
SPE 1	Senior Project Engineer I
SPT 2	Senior Project Technician II
ST	Senior Technician
CM	CAD Manager
SPT 1	Senior Project Technician I
ADMIN	Adminstrative Assistant

DIRECT EXPENSES		
Printing/Postage =	$	250
Land Surveying =	$	-
Geotechnical/CCDD =	$	9,000
DIRECT EXPENSES =	**$**	**9,250**

LABOR SUMMARY		
EEI Labor Expenses =	$	52,733
TOTAL LABOR EXPENSES	**$**	**52,733**

TOTAL COSTS	$	61,983

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com

DATE:	MAY 2026
PROJECT NO.:	BN2602
BY:	MJT
PATH:	H:\GIS\PUBLIC\BARRINGTON\2026\
FILE:	BN2602 Hager Ave Water Main Replacement

EXHIBIT D
LOCATION MAP

N

ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
Village of Barrington	BN2602-P	
PROJECT TITLE	DATE	PREPARED BY
South Hager Water Main Improvements	5/13/26	KDW

TASK NO.	TASK DESCRIPTION	2026								2027			
		MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
DESIGN ENGINEERING													
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Regulatory Agency Coordination and Permitting												
2.7	Bidding and Contracting												

ENGINEERING ENTERPRISES, INC.

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

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2026

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	$268.00
Principal	E-3	$262.00
Senior Project Manager	E-2	$254.00
Project Manager	E-1	$228.00
Senior Project Engineer/Surveyor II	P-6	$218.00
Senior Project Engineer/Surveyor I	P-5	$203.00
Project Engineer/Surveyor	P-4	$184.00
Senior Engineer/Surveyor	P-3	$169.00
Engineer/Surveyor	P-2	$153.00
Associate Engineer/Surveyor	P-1	$139.00
Senior Project Technician II	T-6	$191.00
Senior Project Technician I	T-5	$179.00
Project Technician	T-4	$167.00
Senior Technician	T-3	$153.00
Technician	T-2	$138.00
Associate Technician	T-1	$120.00
Engineering/Land Surveying Intern	I-1	$ 89.00
Director of Marketing and Business Development	M-4	$141.00
Marketing Coordinator	M-2	$105.00
Executive Administrative Assistant	A-4	$ 84.00
Administrative Assistant	A-3	$ 79.00

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

Vehicle for Construction Observation		$ 20.00 ^
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		$245.00
Expert Testimony		$300.00
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%	

* unless specified otherwise in agreement
^ per day charges capped at the current IDOT daily rate