



# Engineering Enterprises, Inc.

January 31, 2023

Mr. Bob Leible  
Superintendent of Water Production  
City of Aurora – Water Production Division  
44 E. Downer Place  
Aurora, IL 60507-2067

**Re: Professional Engineering Services for  
Water Treatment Plant Coatings Rehabilitation  
City of Aurora, Illinois**

Dear Mr. Leible:

Please find attached our contract for professional design and construction engineering services for the Water Treatment Plant Coatings Rehabilitation. We have attached two (2) copies of the contract and supporting documentation for your review.

The detailed scope of services for the above referenced project is noted in the attached Agreement for Professional Engineering Services in Section A – Professional Design Engineering Services and Section B – Professional Construction Engineering Services.

The proposed engineering fees are estimated to be \$98,600 (hourly and actual costs) for design and construction engineering.

Thank you for this opportunity to submit this Agreement. We look forward to working with you and the City. If you have any questions, please do not hesitate to contact us.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink that reads 'Michele L. Piotrowski'.

Michele L. Piotrowski, P.E., LEED AP  
Senior Project Manager / Principal

MLP/ars  
Enclosure

pc: Mr. Rick Munson, Water Production Division (w/ Encl.)  
JWF, STD, MWS – EEI

## **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Aurora, Illinois, hereafter referred to as the OWNER, and Engineering Enterprises, Inc., Sugar Grove, Illinois hereinafter referred to as the ENGINEER:

The OWNER intends to complete the rehabilitation of the coatings specific to Claricone #5, Recarbonation Tank #3, and the vertical pipe gallery including specific gallery piping at the Water Treatment Plant located at 1111 Aurora Avenue, Aurora, Illinois and for which the ENGINEER agrees to perform the various professional engineering services for the evaluation, design and construction of said water treatment plant rehabilitation improvements. The coatings rehabilitation will be isolated to the newer part of the water treatment plant. In addition to the normal painting activities, it is anticipated that the project may also require containment during paint removal activities depending on the rehabilitation method. As part of this Agreement, the ENGINEER shall furnish professional design and construction engineering services as generally described on Attachment C and the improvements generally include the following: the complete removal of the existing coatings, surface preparation, and re-coating of all of the specified surfaces of the above described vessels.

### **WITNESSETH:**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

### **SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES**

The ENGINEER shall furnish professional design engineering services as generally described on Attachment C and as follows:

1. The ENGINEER will attend meetings/conferences with the OWNER, or other interested parties as outlined on Attachment C: "Estimated Level of Effort and Associated Costs - Professional Engineering Services" dated January 31, 2023.
2. The ENGINEER will perform the necessary review of available information and reports, design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system.

**(Section A – Continued)**

3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize City of Aurora construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates. Specifications shall utilize CSI format with Special Provisions.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract electronic copies and, not to exceed, five (5) copies of detailed drawings, specifications, and contract documents for use by the OWNER, and appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of five (5) copies of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER. If additional copies are required, the production of such documents will be charged as a direct cost.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER an electronic copy and five (5) sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER.  
Ownership of Documents: All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service in respect to the PROJECT and shall be the property of the OWNER. ENGINEER shall retain the right of reuse of said documents and electronic media by and at the discretion of the ENGINEER whether or not the PROJECT is completed. Reproducible copies of ENGINEER's documents and electronic media of the PROJECT shall be delivered to the OWNER upon request; however, ENGINEER's documents and electronic media are not intended or represented to be suitable for reuse by the OWNER or others on additions or extensions of the PROJECT, or on any other project.
6. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
7. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.

During the performance of the Services, ENGINEER shall maintain insurance policies as follows:

**(Section A – Continued)**

- a. Provision that coverage cannot be cancelled without a thirty-day notice to the City.
- b. Compliance with statutory limits of the State of Illinois for Worker's Compensation and Employer's Liability and the minimum amount of this type of insurance shall be \$1,000,000 each accident/disease.
- c. The minimum amounts of Commercial general liability insurance (occurrence; project) shall be the following:
  - i. Each occurrence: \$1,000,000
  - ii. Damage to rented premises: \$50,000
  - iii. Medical expenses: \$5,000
  - iv. Personal injury: \$1,000,000
  - v. General aggregate: \$2,000,000
- d. The minimum amount of Product Liability insurance shall be \$2,000,000, combined single limit per person for each occurrence. No restriction on occurrence limits will be permitted.
- e. The minimum amount of Automobile Liability insurance on any autos, hired autos, and non-owned autos shall be \$1,000,000.
- f. The minimum amount of Excess/umbrella liability shall be \$5,000,000, each occurrence/aggregate.
- g. The minimum amount of Professional Liability Insurance shall be \$1,000,000 per occurrence and in the aggregate covering the ENGINEER against all sums which the ENGINEER may become legally obligated to pay on account of any professional liability arising out of the performance of this project.
- h. A current certificate of insurance covering the outside agency and any sub-consultants or agents thereof shall be provided and maintained with the Water Production Division, listing the City of Aurora and its officials, employees, and agents as "primary, non-contributory, additional insured." The selected firm shall furnish a copy of the Endorsement showing the City as an additional name insured on the General Liability policy and Professional Liability policy; or provide separate coverage, in the amounts enumerated above, with an Owner's Protective policy. The City reserves the right to request and receive a copy of the firm's insurance policies referenced herein. The ENGINEER shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.
- i. Engineer shall indemnify and hold harmless the City of Aurora and its elected officials, agents, and employees against all loss, damage, and expense which it may sustain or for which it will become

**(Section A – Continued)**

liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this Contract by Engineer or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Engineer or its Subcontractors of any employee of any of them. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the Engineer's recommendations.

- j. ENGINEER's insurance shall be primary coverage. OWNER's insurance shall be secondary and non-contributory.

ENGINEER agrees to provide OWNER with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the OWNER in the event of cancellation, nonrenewal, or reduction in limits by endorsement. ENGINEER agrees that if the insurance required herein is cancelled, not renewed or upon reduction in limits that ENGINEER shall be in default of this Agreement.

- 8. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment A: "Estimated Schedule – Water Treatment Plant Coatings Rehabilitation" dated January 31, 2023. If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER.

## **SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES**

The ENGINEER shall furnish professional construction engineering services as generally outlined in Attachment C: "Estimated Level of Effort and Associated Costs - Professional Engineering Services" dated January 31, 2023, and as follows:

- 1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
- 2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.

**(Section B – Continued)**

3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work.
5. The ENGINEER will provide general engineering review of the work of the Contractor(s) as construction progresses to ascertain that the Contractor is conforming with the design concept.
  - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with the Contract Documents).
  - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Attachment B - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.

7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the Contractor, the ENGINEER:

**(Section B – Continued)**

- (a) Shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
  - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
- 9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
  - 10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
  - 11. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.

**(Section B – Continued)**

12. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the Attachment D: "Standard Schedule of Charges" as of January 1, 2023, as detailed in Attachment C: "Estimate of Level of Effort and Associated Costs - Professional Engineering Services" dated January 31, 2023. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
  
13. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.

During the performance of the Services, ENGINEER shall maintain insurance policies as follows:

- a. Provision that coverage cannot be cancelled without a thirty-day notice to the City.
  
- b. Compliance with statutory limits of the State of Illinois for Worker's Compensation and Employer's Liability and the minimum amount of this type of insurance shall be \$1,000,000 each accident/disease.
  
- c. The minimum amounts of Commercial general liability insurance (occurrence; project) shall be the following:
  - i. Each occurrence: \$1,000,000
  - ii. Damage to rented premises: \$50,000
  - iii. Medical expenses: \$5,000
  - iv. Personal injury: \$1,000,000
  - v. General aggregate: \$2,000,000
  
- d. The minimum amount of Product Liability insurance shall be \$2,000,000, combined single limit per person for each occurrence. No restriction on occurrence limits will be permitted.
  
- e. The minimum amount of Automobile Liability insurance on any autos, hired autos, and non-owned autos shall be \$1,000,000.



**(Section B – Continued)**

- f. The minimum amount of Excess/umbrella liability shall be \$5,000,000, each occurrence/aggregate.
- g. The minimum amount of Professional Liability Insurance shall be \$1,000,000 per occurrence and in the aggregate covering the ENGINEER against all sums which the ENGINEER may become legally obligated to pay on account of any professional liability arising out of the performance of this project.
- h. A current certificate of insurance covering the outside agency and any sub-consultants or agents thereof shall be provided and maintained with the Water Production Division, listing the City of Aurora and its officials, employees, and agents as “primary, non-contributory, additional insured.” The selected firm shall furnish a copy of the Endorsement showing the City as an additional name insured on the General Liability policy and Professional Liability policy; or provide separate coverage, in the amounts enumerated above, with an Owner’s Protective policy. The City reserves the right to request and receive a copy of the firm’s insurance policies referenced herein. The ENGINEER shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.
- i. Engineer shall indemnify and hold harmless the City of Aurora and its elected officials, agents, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this Contract by Engineer or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Engineer or its Subcontractors of any employee of any of them. In no event shall the either party indemnify any other party for the consequences of that party’s negligence, including failure to follow the Engineer’s recommendations.
- j. ENGINEER’s insurance shall be primary coverage. OWNER’s insurance shall be secondary and non-contributory.

ENGINEER agrees to provide OWNER with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the OWNER in the event of cancellation, nonrenewal, or reduction in limits by endorsement. ENGINEER agrees that if the insurance required herein is cancelled, not renewed or upon reduction in limits that ENGINEER shall be in default of this Agreement.

- 14. The ENGINEER will provide construction engineering services in accordance with the project schedule(s) as summarized in Attachment A: “Estimated Schedule – Water Treatment Plant Coatings Rehabilitation” dated January 31, 2023.

**(Section B – Continued)**

15. The ENGINEER shall electronically provide to the OWNER:

- a. Daily reports of construction observations.
- b. Final copies of approved Shop Drawings.
- c. Final copy of the project diary with all photos.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of the ENGINEER.

### **SECTION C – COMPENSATION FOR ENGINEERING SERVICES**

1. The OWNER shall compensate the ENGINEER for professional design and construction engineering services including design engineering services, construction engineering services, direct costs, and additional consultation services on a time and material basis in the not-to-exceed amount of Ninety-Eight Thousand, Six Hundred Thousand and 00/100 Dollars (\$98,600.00) as detailed in Attachment C: "Estimate Level of Effort and Associated Costs - Professional Engineering Services" dated January 31, 2023.

(a) The compensation for the hourly rates (HR) portion of the professional design engineering services shall be payable as follows:

(1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

(b) The compensation for any additional consultation services authorized by the OWNER pursuant to Section D shall be payable as follows:

(1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

OWNER shall make all payments to ENGINEER in accord with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., including but not limited to the penalty provisions contained therein.

2. The compensation for any additional engineering services as identified in Section D below and authorized by the OWNER pursuant to Section D shall be payable as follows:

(a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

## **SECTION D – ADDITIONAL ENGINEERING SERVICES**

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

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well tests, test wells, borings, specialized geological soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.
11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.

**(Section D – Continued)**

14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the Contractor, and/or (3) the Contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section F – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

**SECTION E - INTEREST ON UNPAID SUMS**

OWNER shall make all payments to ENGINEER in accord with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., including but not limited to the penalty provisions contained therein.

**SECTION F - SPECIAL PROVISIONS****1. OWNER'S RESPONSIBILITIES**

- (a) Provide to the ENGINEER criteria, design and construction standards and best available information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.

- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
  - (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.
  - (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
  - (f) In no event shall the ENGINEER indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.
  - (g) Provide for reasonable access for the ENGINEER to enter upon the OWNER's property for this project required for the performance of the ENGINEER's services under this Agreement.
  - (h) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
  - (i) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
2. All original documents, including but not limited to ideas, designs, drawings and specifications, are to remain the property of the OWNER. 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.
  3. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
  4. Extent of Agreement - This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by the OWNER and the ENGINEER.

**(Section F – Continued)**

5. Governing Law - This Agreement shall be governed by the law of the State of Illinois, County of Kane.
6. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
7. The ENGINEER has not been retained or compensated to provide design services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the Contractor to perform his work but not relating to the final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
8. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project in Illinois.
9. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost estimator.
10. TERMINATION
  - (a) Should the OWNER decide to abandon, discontinue, or terminate the Project at any stage of development, the ENGINEER shall receive seven (7) days written notice and be compensated for their services through the appropriate fee schedule provided for in the Agreement to date of abandonment, discontinuance or termination.
  - (b) In the event the project is delayed for causes beyond the control of the ENGINEER for a period of six months or more, the ENGINEER shall be paid for his services to the beginning of the delay on the basis of actual costs incurred outlined on the Fee Schedule as of January 1, 2023 as detailed in Attachment C: "Estimated Level of Effort and Associated Costs - Professional Engineering Services" dated January 31, 2023.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL)

OWNER: City of Aurora

By \_\_\_\_\_

ATTEST \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(SEAL)

ENGINEER: Engineering Enterprises, Inc.

By Michele L. PiotrowskiATTEST Angie R. SmithPrint Name Michele L. Piotrowski, PEPrint Name Angie R. SmithTitle Senior Project Manager / PrincipalTitle Executive AssistantDate 1/31/23

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ATTACHMENT A: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER													
City of Aurora		AU2205													
PROJECT TITLE		PREPARED BY													
Water Treatment Plant Coatings Rehabilitation		MLP													
TASK NO.	TASK DESCRIPTION	2023												2024	
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB
PHASE II - DESIGN ENGINEERING															
II.1	WTP Inspection and Recommendation Update														
II.2	Project Initiation and Progress Meetings														
II.3	Preparation of Specification and Bid Documents														
II.4	Coordination of the Bidding and Contracting Process														
PHASE III - CONSTRUCTION ENGINEERING															
III.1	Construction Administration														
III.2	Construction Observation														
III.3	Project Close-Out (This is anticipated to occur in December 2024 or January 2025.)														





## **ATTACHMENT B**

to

### **Agreement for Professional Engineering Services**

#### **THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:**

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the Contractor's work, shall communicate only with the ENGINEER and the Contractor (or Contractors), and shall communicate with subcontractors only through the Contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only on site or via telephone with communication documented by the Resident Construction Observer for notification and reporting to the Engineer..
2. The Resident Construction Observer shall review and observe on-site construction activities of the Contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Construction Observer's duties are any review of the Contractor's safety precautions, or the means, methods, sequences, or procedures required for the Contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
  - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with ENGINEER concerning their acceptability.
  - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
  - (c) Liason:
    - (1) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents.

**(Attachment B – Continued)**

- (2) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
  - (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.
- (d) Shop Drawings and Samples:
  - (1) Receive and record date of receipt of Shop Drawings and samples.
  - (2) Receive samples which are furnished at the site by Contractor, and notify ENGINEER of their availability for examination.
  - (3) Advise ENGINEER and Contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
- (e) Review of Work, Rejection of Defective Work, Observations and Tests:
  - (1) Conduct on-site observation of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
  - (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any observations, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, observation or approval.
  - (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

**(Attachment B – Continued)**

- (4) Accompany visiting observers representing public or other agencies having jurisdiction over the Project, record the outcome of these observations and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to Contractor ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- (h) Records:
  - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
  - (3) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- (i) Reports:
  - (1) Furnish ENGINEER periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
  - (2) Consult with ENGINEER in advance of schedule major tests, observations or start of important phases of the work.

**(Attachment B – Continued)**

- (3) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (l) Completion:
  - (1) Before ENGINEER issues a Statement of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - (2) Conduct final review in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
  - (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

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

<b>CLIENT</b>		<b>PROJECT NUMBER</b>	
City of Aurora		AU2205	
<b>PROJECT TITLE</b>		<b>DATE</b>	<b>PREPARED BY</b>
Water Treatment Plant Coatings Rehabilitation		1/31/23	MLP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SR PM	SR PE II	PE	GIS Tech	ADMIN	HOURS	COST
		PERSON	MLP	STD	MWS	EMW	MJT			
		RATE	\$239	\$239	\$196	\$165	\$125	\$70		
<b>PHASE II - DESIGN ENGINEERING</b>										
<b>II.1</b>	<b>WTP Inspection and Recommendation Update</b>									
	Conduct on-site review of the WTP to observe/confirm condition				1	1			2	\$ 361
	Conduct paint sampling while on-site									
	Develop rehabilitation recommendations				4	4			8	\$ 1,444
	Develop containment requirements									
	Develop general scope of the project for confirmation with City staff					1			1	\$ 165
	Meeting with City Staff to present findings and recommendations				4	4			8	\$ 1,444
<b>II.2</b>	<b>Project Initiation and Progress Meetings</b>									
	Project Initiation Meeting		2	4	4	4			14	\$ 2,878
	Progress Meetings (Maximum of 2)		6	6	9	9			30	\$ 6,117
<b>II.3</b>	<b>Preparation of Specification and Bid Documents</b>									
	Coordinate/Develop phasing plan for completion		2	2	1	4			9	\$ 1,812
	Prepare specifications and drawings.		1	2	8	40	16	1	68	\$ 10,955
	Prepare 90% bid documents			2	8	20			30	\$ 5,346
	Prepare 100% final documents		2	2	2	4			10	\$ 2,008
	Prepare engineer's estimate of probable construction costs		1	1	2	4			8	\$ 1,530
	Permitting (None - Assumed to be maintenance)								-	\$ -
<b>II.4</b>	<b>Coordination of the Bidding Process</b>									
	Prepare ad for bid					1			1	\$ 165
	Attend and assist with a pre-bid meeting on-site			2	4	8			14	\$ 2,582
	Provide bidding assistance with questions and addendums			1	8	16			25	\$ 4,447
	Attend bid opening					2			2	\$ 330
	Compile and evaluate bids and make award recommendation			1	1	1		1	4	\$ 670
	Prepare and coordinate contract docs (3 copies)				4	4			8	\$ 1,444
<b>Phase II - Design Engineering Subtotal:</b>			<b>14</b>	<b>23</b>	<b>60</b>	<b>127</b>	<b>16</b>	<b>2</b>	<b>242</b>	<b>\$ 43,698</b>
<b>PHASE III - CONSTRUCTION ENGINEERING</b>										
<b>III.1</b>	<b>Construction Administration</b>									
	Coordinate and attend pre-construction meeting and minutes			4	4	4			12	\$ 2,400
	Measure quantities and maintain documentation of quantities					8			8	\$ 1,320
	Prepare pay estimate recommendations			2	4	8			14	\$ 2,582
	Responding to RFIs and preparation of change orders				4	8			12	\$ 2,104
	Attend progress meetings (8 maximum)			4	6	12			22	\$ 4,112
	Review submittals/shop drawings				2	6			8	\$ 1,382
	Document key milestones and provide weekly summaries				3	6			9	\$ 1,578
	Provide forecasts for upcoming work				3	6			9	\$ 1,578
<b>III.2</b>	<b>Construction Observation</b>								-	\$ -
	Conduct site visits and observations services (20 hrs/week, 8 weeks)			4	24	160			188	\$ 32,060
	Communications with contractor	INCLUDED IN ABOVE SITE VISITS								
	Completely daily field reports									
	Prepare and provide digital photographs									
	Prepare and coordinate punchlist									
	Conduct final observation and review prior to filling tank									
	Observe tank disinfection and bacteriological testing procedure									
	Revise contract drawings to reflect as-built conditions									
<b>III.3</b>	<b>Project Close-Out</b>									
	Conduct an 11-month post-construction observation and review for warranty purposes			1	3	6			10	\$ 1,817
	Prepare project close-out documentation and final pay estimate				2	4			6	\$ 1,052
<b>Phase III - Construction Engineering Subtotal:</b>			<b>-</b>	<b>15</b>	<b>55</b>	<b>228</b>	<b>-</b>	<b>-</b>	<b>298</b>	<b>\$ 51,985</b>
<b>PROJECT TOTAL:</b>			<b>14</b>	<b>38</b>	<b>115</b>	<b>355</b>	<b>16</b>	<b>2</b>	<b>540</b>	<b>\$ 95,683</b>

**EEl STAFF**

STD Stephen T. Dennison, PE  
MLP Michele P. Piotrowski, PE, LEED AP  
MWS Michael W. Schweisthal, PE, NACE  
EMW Evan M. Wegehaupt  
MJT Matthew J. Taylor

**Notes:** 1. No electrical work is assumed to be within the scope.  
2. No work related to the ceiling of the WTP is included within the scope.

**DIRECT EXPENSES**

Printing/Scanning = \$ 100  
Mileage = \$ 2,600  
Paint Testing = \$ 200

**DIRECT EXPENSES = \$ 2,900**

**LABOR SUMMARY**

EEl Labor Expenses = \$ 95,683

**TOTAL LABOR EXPENSES \$ 95,683**

**TOTAL COSTS \$ 98,583**





# Engineering Enterprises, Inc.

ATTACHMENT D - STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

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

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

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