



February 23, 2016

Mr. Ken Schroth, P.E.
Director of Public Works / City Engineer
City of Aurora
Engineering Division
44 East Downer Place
Aurora, IL 60507

**Re: Professional Construction Phase Services for
Melrose-Homer-Elliot Water Main Replacement Project
Aurora, Illinois**

Dear Mr. Schroth:

Thank you for the opportunity to submit this proposal for professional construction phase services for the proposed Melrose-Homer-Elliot Water Main Replacement project.

Our proposal presents in more detail below the following items: Project Description, Scope of Services, Schedule, Freedom of Information Act Compliance, Fees and Conditions, General Conditions, Qualifications and Acceptance.

PROJECT DESCRIPTION

The City of Aurora, hereinafter referred to as Client, proposes to contract for the water main replacement work identified in the *Melrose – Homer – Elliot Watermain Replacement Project* bid set of plans, dated February 2016.

SCOPE OF SERVICES

EEI will provide comprehensive construction phase engineering services for the project as follows:

- Pre-Construction Meeting – Prepare for and attend 1 pre-construction meeting with the City and the contractor to review the project scope and schedule.
- Construction Observation – Provide on-site construction observation services during the duration of the project to determine general compliance with the Construction Documents. EEI's Resident Construction Observer will coordinate with the Client's representative to discuss project progress and will document progress in a field book and/or daily field report.
- Record Drawings – Perform a field survey, after completion of construction, to obtain the as-built rim and invert elevations and structure locations of the constructed improvements and modify the original drawings to reflect record information. One set of record drawings will be provided to the Client for review. Once the record drawings are approved, one full size paper set of record drawings along with a CD containing a pdf and AUTOCAD file of the record drawings will be furnished to the Client.

Exclusions – The following items are excluded from the scope of services as directed by the City of Aurora engineering staff:

- Construction Administration (assumed to be completed by City staff)

- Construction Staking (assumed to be completed by City staff)

SCHEDULE

Contractor mobilization is projected at end of March or first part of April 2016. It is our understanding the project is estimated to take approximately sixteen (16) weeks to complete.

FREEDOM OF INFORMATION ACT COMPLIANCE

Our firm acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City of Aurora to produce certain records that may be in the possession of our firm. Our firm shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the our firm was, in fact, the City of Aurora). Our firm shall review its records promptly and produce to the City of Aurora within two business days of contact from the City of Aurora the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, our firm may request the City of Aurora to extend the time do so, and the City of Aurora will, if time and a basis for extension under the Act permits, consider such extensions.

FEES AND CONDITIONS

The proposed methods of payment for the required professional services are on a Cost Plus Fixed Fee (CPFF) and/or Actual Cost (AC) fees for the various classifications of employees who will perform the work. The CPFF estimate for the construction phase services, as outlined in the attached *Cost Estimate of Consultant Services* and its attachments, is **\$83,277**.

Payment for all work will be based on invoices submitted periodically by our firm, but not more frequently than monthly as the work progresses. Invoices will be payable by the Client within 45 days of the date of the invoice.

This proposal shall be in effect for a period of thirty (30) days from the date of this proposal. If this proposal is not accepted within that period of time, our firm reserves the right to withdraw or revise this proposal.

GENERAL CONDITIONS

The general conditions, as summarized in Attachment B, apply to this agreement.

QUALIFICATIONS

Engineering Enterprises, Inc. is actively engaged in the planning, design and construction of underground municipal utility projects throughout northeastern Illinois. EEI has also provided civil engineering and land surveying services for a number of projects in the City of Aurora. While various members of our firm will perform the work on this project, the principal contact person with our firm will be Jeff Freeman, Vice President.

The office services for the project will be produced using Computer Aided Drafting (CAD) systems using complementary software and hardware. Adequate field vehicles and communications equipment are available to facilitate field to office coordination.

ACCEPTANCE

We will give our full attention to the projects so that they may be finalized as soon as practicable, consistent with performance of our services, and other considerations. If the Project Description, Scope of Services, Fees and Conditions and other agreement conditions summarized above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one of them to us for our records.

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We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this project.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Jeffrey W. Freeman, P.E., CFM, LEED AP
Vice President

JWF/me

pc: PGW, BPS, DRB, TWT, DMT – EEI (Via Email)

AGREEMENT

All terms and conditions to this Agreement for Professional Services

accepted this _____ day of _____, 2016.

By _____

By _____

City of Aurora, Engineering Division
Organization

44 East Downer Place
Address

Aurora IL 60507
City State Zip

Accepted this 23RD day of FEBRUARY, 2016.

ENGINEERING ENTERPRISES, INC.
Organization

52 Wheeler Road
Address

Sugar Grove IL 60554
City State Zip

(corporate seal)

By Jeffrey W. Frazee
Vice President

By Robert M. DiIorio
Secretary



**ATTACHMENT B:
GENERAL CONDITIONS**

CITY OF AURORA PROJECT

SECTION 1 – THE ENGINEER AGREES

- 1.1 Engineer agrees to procure and maintain at its sole cost, during the term of this Agreement, and to require each subcontractor to provide and maintain, at its own cost and expense, the types of policies of insurance coverage in such amounts as are set forth below:
- a. General Public Liability and Property Damage Insurance, limits of liability of not less than one (1) million dollars (\$1,000,000) each occurrence and two (2) million dollars (\$2,000,000) general aggregate.
 - b. Workmen's Compensation and Employer's Liability Insurance of not less than five (5) hundred thousand dollars (\$500,000).
 - c. Automobile Liability Insurance with limits of liability of not less than one (1) million dollars (\$1,000,000) with respect to any personal injury, sickness, disease or death of one or more persons and with respect to damage or injury to or destruction of property in any occurrence, covering owned, non-owned and hired vehicles.
 - d. Professional Liability Insurance, limits of liability of not less than one (1) million dollars (\$1,000,000) per claim and two (2) million dollars (\$2,000,000) aggregate.
- 1.2 Other than the insurance referenced in Section 1.1, b and 1.1, d above, Engineer agrees to endorse and name Owner and to require all subcontractors to endorse and name Owner as a primary, non-contributory additional insured on the above referenced insurance policies for this project. The Engineer also agrees to provide Owner with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day Notice to Owner of cancellation or non-renewal of coverage except for 10 day notice for non-payment. The Certificate Holder address shall read: City of Aurora, ATTN: Risk Manager, 44 E, Downer Place, Aurora, IL 60507.
- 1.3 Engineer agrees to indemnify and save Owner harmless from and against any loss, damage, injury or liability including reasonable attorney's fees and costs to the extent arising from any willful or negligent acts of Engineer, its employees, agents, subcontractors and their employees and agents performed during the execution of the services provided for in this Agreement. Engineer shall not be responsible for any loss, damage or liability arising from any acts by Owner, its agents, staff, consultants employed by others, or other third parties who are not employees of Engineer.

- 1.4 That all engineering services will be performed in accordance with all federal, state and local laws and the rules and regulations of the Illinois Environmental Protection Agency that are in force at the time the services are performed under this Agreement.
- 1.5 That all documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal when such is required by law.
- 1.6 The Engineer will perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

SECTION 2 – THE OWNER AGREES

- 2.1 That any services beyond the scope, not included or beyond the amount of work listed in The Scope of Services Section, will be considered additional work. In the event there is a dispute whether something is considered to be additional work, the parties will engage in a good faith, collaborative process to arrive at a consensus as to how the work will be done, the details and costs of the work and whether it falls outside of the scope of the work herein. No additional work will be done without the Owner's prior written approval. Compensation for additional work will be paid in accordance with the Engineer's Fee Schedule attached hereto for the 2011 calendar year or the current schedule in effect after calendar year 2011. Nothing in this Section shall release Engineer of responsibilities for furnishing services, without extra cost to the Owner, when such services are necessary due to Engineer's error.
- 2.2 That payments due the Engineer for services rendered will be made in monthly payments based upon actual work completed.
- 2.3 To pay Engineer within 45 days after approval of the invoice by the City Council, and in accordance with the Illinois Prompt Payment Act.
- 2.4 In no event shall Engineer be required by Owner to indemnify any other party for the consequences of that party's negligence, including negligent failure to follow Engineer's recommendations.
- 2.5 Engineer's employees shall not be retained as expert witnesses except by separate written Agreement.
- 2.6 That the Engineer will not field verify by means of digging or vacuuming the location, size, type and depth of water and sewer utilities. All field verification of utilities utilizing digging or

vacuuming methods shall be performed by the Owner or be considered additional services to this Contract.

- 2.7 Human Rights Act and Sexual Harassment Policy – The parties agree that this contract shall be carried out in full conformity with the Illinois Human Rights Act and that the Engineer has and shall maintain a Sexual Harassment Policy in conformity with Section 2-105(A)(4) of the Illinois Human Rights Act.

SECTION 3 – IT IS MUTUALLY AGREED

- 3.1 During the progress of work under this Agreement, the Engineer shall continuously monitor its costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in the Fees and Conditions Section, the Engineer shall immediately notify the Owner.
- 3.2 That the Engineer agrees that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the Owner shall have the right to void this Agreement without liability whatsoever.
- 3.3 That the Owner acknowledges that the Engineer is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Engineer, in the execution or performance of this Agreement shall be made against the Engineer and not against such director, officer or employee.
- 3.4 That the Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; Neither the Owner nor the Engineer shall assign, sublet or transfer his interest in the Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Owner and the Engineer.
- 3.5 All Reports, Drawings, Specifications, other documents, including those in electronic form, prepared or furnished by the Engineer pursuant to this Agreement are Instruments of Service for use solely with respect to this project. The Owner shall be considered the owner of the Instruments of Service and shall have the authority to use said Instruments of Service without restrictions, on this or any other project. In the event of any termination of the Engineer's services, the Engineer shall turn over and deliver to the Owner a copy of all Instruments of

Service, including any information or documents in electronic format, AutoCad, or otherwise. In the event any such documents or Instruments of Service are incomplete, the same may be appropriately marked by the Engineer as Incomplete and Unreliable. Use of these documents for any reason is at the user's sole risk. A copy of all Instruments of Service shall be delivered to the Owner at such time as they are completed or at such time as the Contract is terminated.

- 3.6 The Engineer may be required to enter private properties and private premises to perform the work identified in the project, provided the Engineer notifies the Owner of its intent to do so as soon as practicably possible. In the event private properties and/or premises sustain damage, Engineer will indemnify owner as set forth in Section 1.3 of this attachment.
- 3.7 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. Engineer's opinion of probable total project and construction costs provided for the project are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional Engineer familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual total project or construction costs will not vary from opinions of probable cost prepared by Engineer.
- 3.8 This Agreement may be terminated by the Owner at any time. In the event of termination by Owner, Engineer shall be entitled to be paid for those services performed to the date of termination, and for actual costs related to close-out and terminating contracts with Engineer's consultants, contractors, and vendors provided the City first approved of the contract with the consultant, contractors and vendors. In the event of termination, Engineer shall take all reasonable steps to minimize the costs related to close-out.
- 3.9 Any provision of the Agreement held in violation of any law shall be deemed stricken and all remaining provisions shall remain binding on the parties.
- 3.10 The parties agree that this Agreement is governed by the law of the State of Illinois. Any actions relating to the services provided herein shall be brought exclusively in Kane County, Illinois or any federal district court located in Illinois.