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July 7, 2023

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Attention: Honorable Raymond Soliman, Mayor

Re: Agreement for Design and Bidding-Related Services
Eastern and Western Receiving Sites at Grand Prairie Water Commission (GPWC) Delivery Points

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide Design and Bidding-Related Services (Services) for the Eastern and Western Receiving Sites project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Preliminary Design Services

1. Participate in a project kickoff meeting with OWNER to discuss design criteria and project schedule.
2. Gather details of the lake water supply with GPWC pertaining to final water delivery pressures from OWNER.
3. Retain the services of a subconsultant to provide a topographical survey using NAD83 and Illinois State Plane coordinates of the Eastern and Western Receiving Sites in property to be acquired by OWNER on Parcel Numbers 11 04 32 200-003-0000, 11-04-31-105-004-0000, and 11-04-31-105-005-0000.
4. Retain the services of a subconsultant to perform geotechnical services for soil borings at the Eastern Delivery and Pumping Station (four 25-foot borings), Eastern Receiving Site GPWC Meter Station (two 25-foot borings), Western Receiving Site Station (three 25-foot borings), Western Receiving Site GPWC Meter Station (two 25-foot borings), and the center of the Eastern Receiving Site Reservoir (one soil boring to a depth of 100 feet or ten feet into auger refusal), and a minimum of three additional soil borings to a depth of 35 feet equally spaced around the perimeter of the tank. Include Illinois Environmental Protection Agency (IEPA) Clean Construction and Demolition Debris requirements and certification.
5. Prepare 30 percent drawings including: Site plan, wall sections, wall details, roof plank plan, roof plan, foundation plan, exterior elevations, fire protection plan, one-line diagrams,

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supervisory control and data acquisition (SCADA) riser diagrams, and motor control center elevations in accordance with OWNER's 2022 Alternative Water Supply Implementation Plan, previously prepared by ENGINEER, for both the Eastern and Western Receiving Sites. This will include a 2.0 million gallon above-ground prestressed concrete reservoir and a Lake Michigan Receiving and Pumping Station at the Eastern Receiving Site and a Lake Michigan Receiving Station at the Western Receiving Site.

6. Prepare 30 percent design level drawings for the Eastern Receiving and Pumping Station that include floor plans, sections, and elevations. Facility will include booster pumping equipment; standby diesel power generator; chemical feed equipment; bathroom; heating, ventilation, and air conditioning (HVAC) equipment; and electrical equipment.
7. Prepare 30 percent design level drawings for the Western Receiving site including floor plan, sections, and elevations. Facility will include pressure reducing valve and associated equipment, uninterruptible power supply and portable generator receptacle, chemical feed equipment, bathroom, HVAC equipment, and electrical equipment.
8. Discuss reservoir volume and construction materials with OWNER. Finalize design criteria including exterior appearance. Design of a 2,000,000-gallon above-ground prestressed concrete reservoir is anticipated.
9. Meet with OWNER to discuss 30 percent drawings. Obtain OWNER acceptance and approval for prefinal design.

Eastern Reservoir Design Services (If Authorized)

1. Prepare 90 percent design level reservoir drawings.
2. Prepare 90 percent elevation views and 3D renderings using MicroStation for a presentation to OWNER or at public information meetings.
3. Prepare an opinion of probable construction cost and submit to OWNER.
4. Meet with OWNER to discuss 90 percent design level drawings for OWNER acceptance and approval of final design and bidding services.
5. Prepare Bidding Documents for the reservoir using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings and IEPA's Certification of Plans/Specifications Compliance with Public Water Supply Loan Program (PWSLP) Rules.
6. Submit Bidding Documents to OWNER for review and comment.
7. Review the draft Bidding Documents with OWNER; incorporate review comments as appropriate; and submit two copies of the final Bidding Documents to OWNER.

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8. Prepare and submit two copies of the IEPA Application for Construction Permit with two copies of the Bidding Documents for approval.
9. Meet with OWNER to review IEPA comments.

Eastern and Western Receiving/Pump Stations Design Services (If Authorized)

1. Prepare 90 percent design level Eastern and Western Receiving/Pump Stations drawings.
2. Prepare 90 percent elevation views and 3D renderings using MicroStation for a presentation to OWNER or at public information meetings.
3. Prepare an opinion of probable construction cost and submit to OWNER.
4. Meet with OWNER to discuss 90 percent design level drawings for OWNER acceptance and approval for final design and bidding services.
5. Design supervisory control and data acquisition (SCADA) system for the potential improvements. Items to be monitored and controlled by the SCADA system include incoming water flow from GPWC, reservoir water levels, booster pump output status and flow, support systems status, intrusion alarms, and existing Elevated Tank No. 9 levels.
6. Prepare one set of Bidding Documents for the Eastern and Western Receiving/Pump Stations and associated site work using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings and IEPA's Certification of Plans/Specifications Compliance with PWSLP Rules.
7. Submit Bidding Documents to OWNER for review and comment.
8. Review draft Bidding Documents with OWNER; incorporate review comments as appropriate; and submit two copies of the final Bidding Documents to OWNER.
9. Prepare and submit two copies of the IEPA Application for Construction Permit with two copies of the Bidding Documents for approval.
10. Meet with OWNER to review IEPA comments.

Bidding-Related Services for the Eastern Reservoir (If Authorized)

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening and tabulate and analyze bid results.

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4. Assist OWNER in award of the Construction Contract in accordance with the IEPA PWSLP Bidding Review Certification and Checklists for Construction Contracts.
5. Prepare four sets of Contract Documents for signature for the Eastern Reservoir.

Bidding-Related Services for the Eastern and Western Receiving/Pump Stations (If Authorized)

1. Distribute one set of Bidding Documents that includes both sites electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening and tabulate and analyze bid results.
4. Assist OWNER in award of the construction contract in accordance with the IEPA PWSLP Bidding Review Certification and Checklists for Construction Contracts.
5. Prepare four sets of Contract Documents for signature for the Eastern Pumping and Receiving Site and the Western Receiving Site.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
3. Construction-Related Services: Any services involved in performing construction-related services.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
5. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
6. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
7. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up

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investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

OWNER shall compensate ENGINEER for Preliminary Design Services under this Agreement a lump sum of \$112,000, estimated to occur during OWNER's 2024 fiscal year (FY). OWNER shall compensate ENGINEER for If-Authorized Services under this Agreement a lump sum of \$512,000, estimated to occur during OWNER's 2025 and 2026 FYs. ENGINEER will only proceed with "If-Authorized" Services upon written notification from OWNER.

Scope Item	Compensation	Estimated FY
Preliminary Design Services	\$112,000	2024
Eastern Reservoir Design Services (If Authorized)	\$132,000	2025
Eastern and Western Receiving and Pumping Station Design Services (If Authorized)	\$330,000	2025
Bidding-Related Services for the Eastern Reservoir (If Authorized)	\$ 27,000	2026
Bidding-Related Services for the Eastern and Western Receiving and Pumping Stations (If Authorized)	\$ 23,000	2026
Total	\$624,000	

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of August 1, 2023. Services are scheduled for completion on April 30, 2025.

Audit, Access to Records

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, books, records, documents, and other evidence directly pertinent to performance of Agency loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards

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(666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities for such access and inspection shall be provided.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Disclosure of all information and reports resulting from access to records shall be provided to the Agency. The auditing agency will afford ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of Services under this Agreement and until three years after the final loan closing. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

Covenant Against Contingent Fees

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Utilization of Women and Minority Businesses

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Water Pollution Control Loan Program rules. As required by the award conditions of United States Environmental Protection Agency's Assistance Agreement with the IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this Task Order, which may result in the termination of this Agreement or other legally available remedies.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

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OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.
6. Pay all permit and plan review fees payable to regulatory agencies.
7. Acquire and record all easements and parcels.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

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Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

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Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CREST HILL

Joseph M. Bunker
Corporate Secretary

Date

Raymond R. Soliman
Mayor

Date