

May 9, 2024

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

Attn: Mr. Ron Wiedeman, City Engineer

Re: Water Treatment Facilities and Wastewater Treatment Plant

Asset Condition Assessment

Professional Engineering Services Proposal

Dear Mr. Wiedeman:

Willett Hofmann Associates, Inc. is pleased to offer this Professional Engineering Services proposal to the City of Crest Hill. We propose to perform a facility condition assessment survey and develop an Asset Condition Assessment Report identifying the City Water and Wastewater assets in multiple buildings across the City of Crest Hill at Well 1, Well 4, Well 8, Wells 9 & 12 (Division St), Well 10, Well 11 (Stateville) and the East Wastewater Treatment Plant.

We have discussed the project details with you and have developed a scope of work based on our meetings and discussions. We are submitting the following proposal for Professional Engineering Services for your review and consideration. The scope of services described herein is based on our present understanding of the needs of the project.

### **PROJECT UNDERSTANDING:**

• The City needs an evaluation of the Water System facilities and Wastewater System facilities so they can budget for future capital improvements for both systems.

#### **SCOPE OF PROFESSIONAL SERVICES:**

• Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services as outlined on the attached Exhibit 1 – Scope of Professional Services.

#### **FEE FOR PROFESSIONAL SERVICES:**

• Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services described in Exhibit 1 on an hourly basis, at a cost not to exceed \$98,900.00. Project related reimbursable expenses will be billed in accordance with the standard pricing and payment terms for an estimated budget of \$700.00. The total Professional Engineering Services Fee will not exceed \$99,600.00. Included in the total fee will be our subconsultant fees. WHA will be using our subconsultant, Design Group Facility Solutions, Inc., Illinois Design Firm Registration No. 184.004312, to assist us in the electrical, HVAC, and SCADA control evaluation.

#### SCHEDULE OF WORK TO BE DONE:

• We will complete the Professional Services detailed on the attached Exhibit 1 in (16) weeks after the approval of our agreement.

#### **DELIVERABLES:**

• Provide the City with ten (10) copies of the condition report and a pdf of the report.

#### **TERMS & CONDITIONS:**

• The attached Terms and Conditions are made a part of this Agreement. Additional Services requested beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for thirty (30) calendar days from the date of this proposal.

The proposed **scope of services** described above are negotiable, however if the proposed services and terms meet with your approval, please sign this letter agreement, and return one copy to our office.

### **PROPOSAL ACCEPTED:**

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

| Ву         |  |  |
|------------|--|--|
|            |  |  |
| Name/Title |  |  |
|            |  |  |
| Date       |  |  |

Thank you for your interest in working on this important project with Willett, Hofmann & Associates, Inc. We are enthusiastic to have this opportunity to be of service to the City of Crest Hill. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY \_\_\_\_\_

Squil A. Fralie

Daniel R. Malinowski, P.E. Business Development Manager

DRM:dt Encl. cc: **File** 

#### **EXHIBIT 1 - SCOPE OF PROFESSIONAL SERVICES**

PROJECT: City of Crest Hill

Water Treatment Facilities and Wastewater Treatment Plant

**Asset Condition Assessment** 

DATE: May 9, 2024

## SCOPE OF PROFESSIONAL SERVICES:

Willett, Hofmann & Associates, Inc., Illinois Design Firm Registration No. 184.000918, proposes to provide the following engineering services:

## Water System Facilities

- 1. Meeting with City to review the existing and/or as-built plans for the facilities listed in paragraph 2.
- 2. Prepare a Water System Facilities Condition Report for the following Water System facilities:
  - Well 1, Well 4, Well 8, Wells 9 & 12 (Division St), Well 10, Well 11 (Stateville)
  - Elevated Water Storage Tanks at: Well 1, Well 8, Wells 9 and 12
- 3. Well inspection will include discussion with Water Operator on past well performance and well pump maintenance. The well pumps will not be pulled or taken out of service for the inspection process.
- 4. Water treatment plant inspection will include a visual inspection of the building structure, the water treatment plant filter, high service pumps, chemical feed equipment, HVAC system, the main electrical motor control center, a total of six (6) emergency generators and controllers, and SCADA system. The water treatment plants will remain in-service during the inspection.
- 5. WHA will discuss the water distribution system with the Water Operator to ensure that we are aware of the overall age of the water distribution system, and the water main break history in the water distribution system. Note that the water distribution system condition report is being prepared under a separate engineering contract.
- 6. Prepare preliminary cost estimates for recommended improvements.
- 7. Prepare an anticipated asset improvement schedule to allow the planning of recommended improvements.
- 8. Meeting with City to review the final report.

## Wastewater System Facilities

- 1. Meeting with City to review the existing and/or as-built plans for the facilities listed in paragraph 2.
- 2. Prepare a Wastewater System Condition Report for the following wastewater facilities:
  - East Wastewater Treatment Plant
- 3. Make a visual inspection of all the treatment process and buildings at the East Wastewater Treatment Plant. None of the wastewater treatment plant process will be taken out of service for the inspection.
- 4. The building inspections will include building structure, HVAC system, main electrical motor control center, one (1) emergency generator and controller, and SCADA panels.
- 5. The wastewater treatment plant equipment and pumps will be visually inspected if possible and we will discuss the history of the equipment and pumps with the Wastewater Plant Operator.
- 6. WHA will comment on the West Wastewater Treatment Plant in the report, but no visual inspection will be performed because that plant is currently under construction.
- 7. WHA will discuss the City's sanitary sewer collection system and with the Wastewater Plant Operator to understand the overall age of the sanitary sewer system, infiltration/inflow issues, and root issues.
- 8. Prepare preliminary cost estimates for any recommended improvements.
- 9. Prepare an anticipated asset improvement schedule to allow the planning of recommended improvements.
- 10. Meeting with City to review the final report.

### **SERVICES NOT INCLUDED:**

The following services have not been included in the scope of work. Willett, Hofmann & Associates can provide these services should they be desired either by separate proposal or on an hourly basis.

- Our Professional Engineering Services exclude surveys, test borings, materials testing, telephone/computer wiring inspections, environmental studies, sound studies, traffic studies, sprinkler/fire protection testing.
- As-built plans. We will not document the existing conditions by preparing as-built plans of the
  existing facilities or buildings.
- Documenting existing conditions. Our documentation of existing conditions will consist of general
  visual inspection and/or photographing of the equipment exterior and interior components, where
  openly visible, or visual access is given by City on-site electricians opening panels and control
  cabinets.
- During the site visits of the facility, we will be permitted to take digital photographs of the existing building elements and new construction for use in the documentation of the project.
- Any Client or Owner dictated standard facility inspection criteria or requirement that apply to this project must be provided at the outset of the work for our review and incorporation into project.
- Survey and Project Site Information. We will not inspect/report on geotechnical, hazardous materials, environmental studies, surveys, and assessments.
- Existing Facility Information. Client will provide design and/or as-built (record) documents, data, plans, diagrams, layouts, and specifications relevant to such facility, as required to complete the assessment.
- We will not perform destructive testing, investigate concealed or unknown conditions, or field verify any conditions.
- We will not contact the City vendor that has provided elevated water storage tank inspections to
  obtain their inspection information on each elevated water storage tank. We will not provide
  inspections or reports of the existing elevated water storage tanks in our Asset Condition
  Assessment or Asset Inventory.
- Sufficiency of Information. We are entitled to rely upon the accuracy and completeness of all
  information provided by the Client under this Proposal, including (without limitation) all Survey
  and Project Information and Existing Facility Plan Information.

## ATTACHMENT "A"

## Hourly Billing Rates Crest Hill, IL

## **Professional Engineering Services**

| CLASSIFICATION OF<br>EMPLOYEE | REGULAR HOURLY<br>RATE |          | OVERTIME           |
|-------------------------------|------------------------|----------|--------------------|
| EMITLUIEE                     | KA                     | I E      | RATE               |
|                               | _                      | _        |                    |
|                               | From                   | То       |                    |
| Principal Engineering Manager | \$151.00               | \$275.00 | Regular Rate       |
| Engineering Manager           | \$133.00               | \$202.00 | Regular Rate       |
| Civil Engineer IV             | \$117.00               | \$180.00 | Regular Rate       |
| Civil Engineer III            | \$105.00               | \$165.00 | Regular Rate       |
| Civil Engineering Intern II   | \$93.00                | \$143.00 | Regular Rate       |
| Civil Engineering Intern I    | \$77.00                | \$121.00 | Regular Rate       |
| Field Engineer                | \$130.00               | \$199.00 | Regular Rate       |
| Architect IV                  | \$114.00               | \$177.00 | Regular Rate       |
| Architect III                 | \$105.00               | \$162.00 | Regular Rate       |
| Architectural Intern II       | \$89.00                | \$140.00 | Regular Rate       |
| Architectural Intern I        | \$77.00                | \$118.00 | Regular Rate       |
| Prof. Land Surveyor Manager   | \$102.00               | \$159.00 | Regular Rate       |
| Prof. Land Surveyor IV        | \$89.00                | \$137.00 | Regular Rate       |
| Prof. Land Surveyor III       | \$80.00                | \$128.00 | Regular Rate       |
| Prof. Land Surveyor (SIT) II  | \$71.00                | \$112.00 | Regular Rate       |
| Prof. Land Surveyor (SIT) I   | \$65.00                | \$103.00 | Regular Rate       |
| Technician IV                 | \$74.00                | \$118.00 | 1.3 x Regular Rate |
| Technician III                | \$69.00                | \$109.00 | 1.3 x Regular Rate |
| Technician II                 | \$62.00                | \$97.00  | 1.3 x Regular Rate |
| Technician I                  | \$55.00                | \$87.00  | 1.3 x Regular Rate |
| Survey Worker Foreman         | \$77.00                | \$121.00 | 1.3 x Regular Rate |
| Survey Worker                 | \$77.00                | \$118.00 | 1.3 x Regular Rate |
| Administrative Assistant      | \$46.00                | \$93.00  | 1.3 x Regular Rate |
| Expenses and Materials        | At Cost                |          |                    |

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

# ATTACHMENT "B" Terms and Conditions Crest Hill, IL

Standard of Care: Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as "the Engineer," under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

Billing / Payment: The Client agrees to pay for all services performed and all costs incurred by the Engineer. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify the Engineer of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Termination, Suspension or Abandonment: In the event of termination, suspension or abandonment of the project, the Engineer shall be equitably compensated for services performed. Either the Client or the Engineer may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.

Certification, Guarantees and Warranties: The Engineer shall not be required to execute any document that would result certifying, quaranteeing, or warranting the existence of any conditions.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

Construction Observation: When the Engineer does not provide construction observation services, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing Engineer designed items shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the Contractor, the Client, or the Owner without prior agreement and

## ATTACHMENT "B" Terms and Conditions Crest Hill, IL

approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances value of the Project.

Project Signs: Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc. – Consulting Engineers" as the project engineer for the applicable discipline. Articles for publication regarding this project shall acknowledge "Willett, Hofmann & Associates, Inc. – Consulting Engineers" as the project engineer for the applicable discipline.

Electronic Files: The Client hereby grants permission for the Engineer to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineer's documents (including their backgrounds) electronically to Consultants, Contractors, and Vendors as required in the execution of the project. Before release, the Engineer will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

Limitation of Liability: It is agreed that the Engineer's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, expenses from any cause, including Client, Contractors, and Attorney fees, is limited to the fees collected by the Engineer.

Use of Documents: Documents prepared by the Engineer are instruments of service for use solely with respect to the project. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of the Engineer's documents except by mutual agreement in writing.