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December 8, 2022

Mr. Mark Siefert, Director of Public Works
City of Crest Hill
2250 North Broadway Street
Crest Hill, IL 60403

Re: Engineering Services
Emergency Well Transition Plan and Source Water Protection Plan Proposal

Dear Mr. Siefert:

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the City of Crest Hill, Illinois (City) for the Emergency Well Transition Plan and Source Water Protection Plan project.

Project Understanding

In anticipation of the City joining the Grand Prairie Water Commission and receiving Lake Michigan water, the City has eight shallow wells whose purpose will shift from continuous use to emergency backup. This Proposal is for preparing a report with conceptual design features for that well transition process. This Proposal also includes a Source Water Protection Plan (SWPP) for the existing wells for submittal to the Illinois Environmental Protection Agency (IEPA) by July 26, 2023.

Scope of Services

Proposed services can be described as follows.

Emergency Well Transition Plan

1. Attend a kickoff meeting with City.
2. Communicate with City to gather data on existing wells and treatment plants including water quality, static and dynamic water levels, pump settings, local minimum and maximum pressures, and treatment plant record drawings.
3. Provide up to 12 hours to communicate with IEPA to discuss the reporting, disinfection, permitting, and treatment criteria for the City's emergency backup wells.
4. Develop an Emergency Well Transition Plan report that includes the following conceptual elements for up to eight wells and associated seven treatment facilities:
 - a. Well pump head conditions to allow wells to directly feed the distribution system.
 - b. Site maintenance hydrant, valving, and drainage concept to allow wells to pump to waste.

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- c. Two treatment facility retrofit concepts to remove iron filtration vessels and install either a sodium hypochlorite disinfection system or a chlorine gas disinfection system.
 - d. Operation and maintenance differences between implementing a systemwide standby sodium hypochlorite disinfection method and standby chlorine gas disinfection method.
 - e. A Class 5 opinion of probable construction costs, as defined by the Association for the Advancement of Cost Engineering.
5. Attend a report review meeting with City and incorporate City comments, as appropriate.
6. Finalize and submit two bound hard copies of the report to City and IEPA.

Source Water Protection Plan

1. Attend a kickoff meeting with City.
2. Review existing City-provided source and finished water quality data, current resources to protect City's source water supply, known potential sources of source water pollution, and delineation of City's source water supply.
3. Review existing IEPA source water assessment (SWA) data and request an updated assessment, if necessary.
4. Perform up to two site reviews of the City's source water supply facilities to review possible pollution sources.
5. Prepare a pollution source inventory map and table(s) with locations of known pollution sources. Use the IEPA's SWA and available SWA geographic information systems shapefile data to begin populating the pollution source inventory, and compare the data with the United States Environmental Protection Agency Drinking Water Mapping Application to Protect Source Waters. Expand upon IEPA SWA data through windshield and desktop surveys.
6. Prepare and submit a draft SWPP to City in accordance with the IAC Title 35 Part 604, Subpart C; the American Water Works Association (AWWA) G300-14 standard; and AWWA Manual of Water Supply Practices M21; including the following sections:
 - a. Vision plan
 - b. Source water assessment
 - c. Action plan
7. Attend a meeting with City to review the draft SWPP.
8. Incorporate City comments, as appropriate, and finalize and submit the SWPP to City before submittal to the IEPA.
9. Incorporate IEPA comments, as appropriate, for resubmittal to the IEPA (if needed).

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Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional Site Visits and/or Meetings: Additional City-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with City.
2. Design or Permitting: Any services of these types will be provided through a separate proposal with City.
3. Establishment of a Local Planning Team (LPT): Any services involved in establishing a LPT responsible for implementing and maintaining a SWPP for City will be provided through a separate proposal with City.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with City.
5. Groundwater Model Preparation: Preparation of a groundwater model of up to ten production wells using G-Flow version 2.2.4 software to define a one-year and five-year time of travel boundary by incorporating provided information with the assistance of City on the existing aquifer materials and well characteristics can be provided through a separate proposal with City, if requested.
6. Preparation for and/or Appearance in Litigation on Behalf of City: This type of Service by Strand will be provided through a separate proposal with City.
7. Revising 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, will be provided through an amendment to this Proposal.
8. Updates to SWPP, Pollution Source Inventory Table, and Map with the Generated One-year and Five-year TOT for each Well: These types of services may be provided through a separate proposal with City.
9. Well Field Delineation Report: Preparation of a well field delineation report documenting background and model input parameters used in the groundwater model can be provided through a separate proposal with City.

Compensation

City shall compensate Strand for Emergency Well Transition Plan Services a lump sum of \$47,900.

City shall compensate Strand for Source Water Protection Plan Services a lump sum of \$30,000.

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

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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 City but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon receipt of an executed Agreement, which is anticipated the week of January 16, 2023. Services are scheduled for completion on June 30, 2023.

Standard of Care

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

City's Responsibilities

1. Assist Strand by placing at Strand'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 Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by City relative to the scope of this project, such as geographic information system shapefile data; well information; existing delineations; list of known pollution sources in the area; list of methods currently implemented to protect existing water source; copies of Emergency Response Plans, Wellhead Protection Plans, Risk and Resiliency Plans, etc.; list of critical personnel and contact information with associated job responsibilities and duties during an emergency; and raw and finished water quality data; all of which Strand may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for Strand to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
6. Provide all legal services as may be required for the development of this project.
7. Pay all permit and plan review fees payable to regulatory agencies.

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Opinion of Probable Cost

Any opinions of probable cost prepared by Strand are supplied for City's general guidance only. Strand 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 City.

Changes

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

Extension of Services

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

Payment

City shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand'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 Strand's option, result in suspension of Services upon five calendar days' notice to City. Strand will have no liability to City, and City agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by City. Upon receipt of payment in full of all outstanding sums due from City, or curing of such other breach which caused Strand to suspend Services, Strand will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through City, contractor, or others to Strand and where Strand'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.

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Termination

This Proposal 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. Strand will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either City or Strand. Strand's services under this Proposal are being performed solely for City's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. City and Strand 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.

Dispute Resolution

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between City and Strand arising out of or relating to this Proposal 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.

Terms and Conditions

This letter is not to be considered an agreement between Strand and the City but rather as a general discussion of the type of tasks and magnitude of costs the City may expect for a project of this nature. If the City is accepting of this scope and fee, Strand will prepare an Engineering Services Agreement and submit to the City for review and signature. Once the Engineering Services Agreement is executed, services on the project will begin.

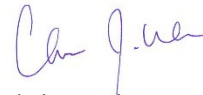
We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 815-744-4200 extension 3159.

Sincerely,

STRAND ASSOCIATES, INC.®



Corrina M. Petrou



Chris J. Ulm, P.E.
Senior Associate