



Strand Associates, Inc.®

1170 South Houbolt Road

Joliet, IL 60431

(P) 815-744-4200

September 21, 2022

City of Crest Hill
1610 Plainfield Road
Crest Hill, IL 60403

Attention: Honorable Raymond Soliman, Mayor

Re: Agreement for Design and Bidding-Related Services for Well No. 14

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 Well No. 14 project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Well No. 14 Design and Bidding-Related Services

1. Prepare a preliminary well site review for submittal of the Illinois Environmental Protection Agency (IEPA) Schedule C-1 Well Construction form.
2. Retain the services of a subconsultant to provide a topographical survey using NAD83 and Illinois State Plane coordinates of the Well No. 14 site in property to be acquired by OWNER on parcel number 11-04-29-301-008-0000 and the surrounding area.
3. Prepare 50 percent drawings that illustrate preliminary shallow Well No. 14 log and site layout for OWNER's review.
4. Prepare 50 percent technical specifications for OWNER's review using Construction Specification Institute format and incorporating Standard Specifications for Water and Sewer Construction in Illinois, American Water Works Standards, Ten States Standards, and OWNER's standards, where appropriate.
5. Communicate with utilities in the area to inform them of the project, including sending draft plans, notifying them of applicable design parameters of proposed equipment and piping, and resolving placement and sizing conflicts.
6. Meet with OWNER to review preliminary documents.
7. Prepare front-end documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
8. Prepare 90 percent drawings and specifications for Well No. 14 site including general notes, key notes, structural and electrical drawings, and standard details and submit three copies to OWNER.

CMM:mro:df\R\JOL\Documents\Agreements\C\Crest Hill, IL\Well 14 Bidding.2021\Agr\3894.033.docx

City of Crest Hill
 Page 2
 September 21, 2022

9. Submit drawings and specifications for Well 14 well drilling to the IEPA and Will County, as appropriate, for review and permitting.
10. Prepare 50 and 90 percent opinions of probable construction cost (OPCC) for the Well No. 14 well drilling.
11. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
12. Prepare addenda and answer questions during bidding.
13. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
14. Prepare three sets of Contract Documents for signature.

Well No. 14 Raw Water Main Design and Bidding-Related Services

1. Attend a kickoff meeting to obtain existing data from OWNER, including utility maps and available drawings of the project corridor. Visit the site to observe the proposed water main locations.
2. Retain the services of a subconsultant to conduct one digital survey of the project corridor using NAD83, Illinois State Plane, Eastern Zone, United States Foot Coordinate System, with elevation datum based on NAVD 88, including rights-of-way (ROW) as applicable.
 - a. The corridor is located in Section 29, Township 36 North, Range 10 East with boundaries as follows:
 - (1) Well Site: ROW of Perinar Drive adjacent to Lot 20, including the portion of Lot 20 between the east ROW of Perinar Drive and the west edge of the south detention pond with northern boundary of the survey being the southern edge of the northern detention pond. Southern boundary of the survey shall be the northern edge of Lots 18 and 19.
 - (2) Easement 1: Survey of the easement area, running east-west along the northern boundaries of Lots 18 and 19 for a width of 30 feet south of the northern boundary of Lot 18 and 19 and then continuing on to the east boundary of Lot 20 for the same width of 30 feet.
 - (3) Easement 2: Survey of the easement area, running north-south along the eastern boundary of Lots 19 and 20 for a width of 30 feet south of the northern boundary of Lots 18 and 19.
 - (4) Caton Farm Road: ROW to ROW on Caton Farm Road from the southeast corner of Lot 20 to the existing Wellhouse 2, 2,900 feet in the east direction.
 - b. Establish local benchmarks and survey controls based on NAD 83. Provide information pertaining to properties along the corridors using publicly available geographic information system data to assist OWNER in communicating with property owners to negotiate potential easements as necessary.

City of Crest Hill
Page 3
September 21, 2022

- c. Review survey with the proposed locations of the watermain to identify potential easement locations.
 - d. Communicate with utility companies, including J.U.L.I.E., to identify existing utilities prior to surveys and potential conflicts.
3. Define the scope of geotechnical information required and retain the services of a subconsultant to perform geotechnical services for up to nine soil borings, eight of which extend to a depth of approximately 12 feet and one extending to a depth of 15 feet. Include Illinois Environmental Protection Agency clean construction and demolition debris requirements and certification.
4. Prepare 50 percent drawings, technical specifications, and OPCC for up to 4,200 feet of water main for OWNER review using Construction Specification Institute format and incorporating Standard Specifications for Water and Sewer Main Construction in Illinois and OWNER's standards, where appropriate, for new water main along the Perinar Road and Caton Farm Road corridor within the project limits.
5. Provide two copies of the 50 percent drawings to OWNER.
6. Meet with OWNER to review 50 percent drawings. Incorporate OWNER's comments, as appropriate.
7. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings, permit applications, and OPCC and submit 90 percent Bidding Documents to OWNER for review.
8. Meet with OWNER to discuss review 90 percent comments and incorporate OWNER's comments as appropriate.
9. Prepare and submit two copies of the application for construction permit with two copies of the Bidding Documents to the IEPA for review and permitting.
10. Meet with OWNER to review IEPA comments.
11. Develop final Bidding Documents that include general notes; alignment, ties, and benchmarks; plan and profile; erosion control details; OWNER-provided standard details for construction; pavement restoration details (as applicable); traffic control details (as applicable).
12. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
13. Prepare addenda and answer questions during bidding.
14. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
15. Prepare three sets of Contract Documents for signature.

Service Elements Not Included

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

City of Crest Hill
Page 4
September 21, 2022

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
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 through a separate agreement with OWNER.
3. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
6. 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, will be provided through an amendment to this Agreement.
7. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
8. Well No. 10 Treatment Plant Rehabilitation: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Well No. 14 Design and Bidding-Related Services a lump sum of \$58,000.

OWNER shall compensate ENGINEER for Well No. 14 Raw Water Main Design and Bidding-Related Services a lump sum of \$100,000.

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.

City of Crest Hill
Page 5
September 21, 2022

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of September 26, 2022. Services are scheduled for completion on March 31, 2023.

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.

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, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee 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.
5. 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.
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.
8. Acquire and record all easements.

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

City of Crest Hill
Page 6
September 21, 2022

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 IEPA or IDNR 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.

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.

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.

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.

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,

City of Crest Hill
Page 7
September 21, 2022

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 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.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. 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