

January 19, 2023

City of Crest Hill
2250 North Broadway Street
Crest Hill, IL 60403

Attention: Mr. Mark Siefert, Director of Public Works

Re: Agreement for General Services
Emergency Well Transition Plan and Source Water Protection Plan

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 engineering services (Services) for the Emergency Well Transition Plan and Source Water Protection Plan project. This Agreement shall be in accordance with the following elements.

Project Understanding

In anticipation of OWNER joining the Grand Prairie Water Commission and receiving Lake Michigan water, OWNER has eight shallow wells whose purpose will shift from continuous use to emergency backup. This Agreement is for preparing a report with conceptual design features for the well transition process and 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

ENGINEER will provide the following Services to OWNER.

Emergency Well Transition Plan

1. Attend a kickoff meeting with OWNER.
2. Communicate with OWNER to gather data on up to eight existing wells and up to seven 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 OWNER'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.

- 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 OWNER and incorporate comments, as appropriate.
 6. Submit two bound hard copies of the report to OWNER and IEPA.

SWPP

1. Attend a kickoff meeting with OWNER.
2. Review existing OWNER-provided source and finished water quality data, current resources to protect OWNER's source water supply, known potential sources of source water pollution, and delineation of OWNER's source water supply.
3. Review the existing IEPA source water assessment (SWA) data and request an updated assessment, if needed.
4. Perform up to two site reviews of the OWNER'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 utilizing geographic information systems. 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 one day of site review and desktop surveys.
6. Prepare a draft SWPP for submittal to OWNER, including the sections below, in accordance with the Illinois Administrative Code Title 35 Part 604, Subpart C; the American Water Works Association (AWWA) G300-14 standard; and AWWA Manual of Water Supply Practices M21.
 - a. Vision plan
 - b. SWA
 - c. Action plan
7. Attend a meeting with OWNER to review the draft SWPP.
8. Incorporate OWNER comments, as appropriate, and finalize and submit the SWPP to OWNER before submittal to the IEPA.
9. Incorporate IEPA comments, as appropriate, for resubmittal to the IEPA (if needed).

Service Elements Not Included

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

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. Design or Permitting: Any services of these types will be provided through a separate agreement with OWNER.
3. Establishment of a Local Planning Team (LPT): Any services involved in establishing a LPT responsible for implementing and maintaining a SWPP for OWNER will be provided through a separate agreement with OWNER.
4. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Groundwater Model Preparation: Preparation of a groundwater model of up to eight 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 OWNER on the existing aquifer materials and well characteristics can be provided through a separate agreement with OWNER, if requested.
6. 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.
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 Agreement.
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 agreement with OWNER.
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 OWNER.

Compensation

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

OWNER shall compensate Strand for SWPP Services a lump sum of \$30,000.

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 sums for the Services are 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 sums that reflects any wage scale adjustments made.

The lump sums 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 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 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, 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 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.

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 IEPA 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, 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:

STRAND ASSOCIATES, INC.®

Joseph M. Bunker
Corporate Secretary

Date

OWNER:

CITY OF CREST HILL

Raymond Soliman
Mayor

Date

